

**ACTION MINUTES OF  
BOARD OF PUBLIC UTILITIES COMMISSIONERS  
CITY OF TULARE**

August 17, 2017

**A regular session meeting of the Board of Public Utilities Commissioners, City of Tulare, was held on Thursday, August 17, 2017, at 7:00 p.m., in the Tulare Public Library & Council Chambers.**

**BOARD MEMBERS PRESENT:** James Pennington, Howard Stroman, Thomas Griesbach, Gregory Blevins

**STAFF PRESENT:** Joe Carlini, Sarah Tobias, Trisha Whitfield, Darlene Thompson, Bruno Huerta, Jason Bowling, Frank Rodriguez, Tim Doyle, Melissa Hermann

**I. CALL TO ORDER:**

President Pennington called the regular meeting to order at 7:00 p.m.

**II. PLEDGE OF ALLEGIANCE:**

Board Member Griesbach led the Pledge of Allegiance and an invocation was given by Vice President Stroman.

**III. CITIZEN'S REQUEST OR COMMENTS:**

President Pennington advised that comments from the public are for items within the jurisdiction of the Board. Speakers will be allowed three minutes.

There were no citizen comments presented.

**IV. COMMUNICATIONS:**

There were no items for this section on the agenda.

**V. CONSENT CALENDAR:**

**It was moved by Vice President Stroman, seconded by Board Member Griesbach and unanimously carried that the items on the Consent Calendar be approved as presented with the exception of item(s) 9.**

**(1) Approve minutes of August 3, 2017 regular meeting(s).**

**(2) Adopt Resolution 17-06 authorizing the surplus of seven (7) City vehicles.**

- (3) Award National Joint Powers Alliance (NJPA) Co-Operative Purchasing Bid to Chastang Ford in the amount of \$41,120.00 and R.S. Technical Service Inc. \$161,248.20 for the purchase of a replacement Closed Circuit Television (CCTV) Inspection Vehicle for the Sewer Collections Division; and approve Resolution 17-07 for the surplus of Unit #0971 existing CCTV Trailer.**
- (4) Accept Financial Status Report.**
- (5) Approve a list of pre-qualified consultants for on-call construction management, resident engineer and inspection services, and authorize the City Manager to enter into consultant professional service contracts, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with NV5 Inc. of Fresno, CA, 4Creeks, Inc. of Visalia, CA, and 4Leaf, Inc. of Pleasanton, CA for a period of up to two years.**
- (6) Approve a list of pre-qualified consultants for on-call construction surveying services, and authorize the City Manager to enter into consultant professional service contracts, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with Lane Engineers, Inc. of Tulare, CA, 4Creeks, Inc. of Visalia, CA, Provost & Pritchard of Visalia, CA and Cannon of Bakersfield, CA for a period of up to two years.**
- (7) Approve a list of pre-qualified consultants for on-call geotechnical engineering and materials testing services, and authorize the City Manager to enter into consultant professional service contracts, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with NV5 West, Inc. of Bakersfield, CA, Krazan & Associates, Inc. of Clovis, CA, Moore Twining Associates, Inc. of Fresno, CA and Kleinfelder of Fresno, CA for a period of up to two years.**
- (8) Approve a list of pre-qualified consultants for on-call labor compliance and monitoring services, and authorize the City Manager to enter into consultant professional service contracts, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with Labor Consultants of California of Hanford, CA, QK of Visalia, CA, and WSP of Sacramento, CA for a period of up to two years.**
- (9) Accept Public Works Monthly Water System Report.** Board Member Griesbach pulled this item to inquire about the status on the progress of the well projects. Public Works Director Trisha Whitfield provided a response thereto. Following discussion, it was moved by Board Member Griesbach, second by Vice President Stroman, and unanimously carried 4 to 0 to accept the item as presents.

- (10) Water System Development Program update.
- (11) Accept as complete the contract with Arthur & Orum Well Drilling Co., Inc. of Fresno, California for Project WT0028 – Construction of a well at 1258 N. J Street; authorize the City Public Works Director to sign the Notice of Completion; and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder’s Office.
- (12) Accept as complete the contract with Leon Ross Drilling LLC of Visalia, California for Project WT0025 – New Wells; authorize the City Public Works Director to sign the Notice of Completion; and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder’s Office.
- (13) Receive the Public Works performance reports for July 2017.

**VI. GENERAL BUSINESS:**

*Comments related to General Business Items are limited to three minutes per speaker for a maximum of 30 minutes per item unless otherwise extended by the Board.*

- (1) **Receive and discuss Solid Waste Study presentation.** Public Works Director introduced William Schoen of R3 Consulting Group, Inc. who provided a presentation for the Board regarding the Solid Waste Study.

**VII. ITEMS OF BOARD INTERESTS** (may include City Council and Planning Commission updates) – GC 54954.2(3)

Items of Board interest were discussed among the Board and staff.

It was the consensus of the Board to place on the next agenda discussion regarding the issue of hooking up the Villa (North of Bardsley across from the Tulare COS campus) to the City water system temporarily.

**VIII. ADJOURN REGULAR MEETING**

President Pennington adjourned the regular meeting at 8:44 p.m.

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President of the Board of Public Utilities  
Commissioners of the City of Tulare

**ATTEST:**

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Secretary of the Board of  
Public Utilities Commissioners

**CITY OF TULARE  
SUMMARY TREASURER'S REPORT  
SUMMARY OF ALL INVESTMENTS  
JULY 31, 2017**

**AGENDA ITEM: Consent 2**

<u>TYPE OF INVESTMENT</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>CURRENT YIELD</u>	<u>BOOK VALUE % OF TOTAL</u>
UNRESTRICTED INVESTMENTS - SEE PAGE 2	96,712,252	95,727,954	1.509%	56.99%
RESTRICTED INVESTMENTS - SEE PAGE 4	72,976,828	72,308,065	N/A	43.01%
<b>TOTAL INVESTMENTS</b>	<u>169,689,080</u>	<u>168,036,019</u>	N/A	<u>100.00%</u>

Note: The City's financial statements will report market values, not book values, at June 30 each year.

I certify that this report reflects all City investments and complies with the investment policy of the City of Tulare as approved by City Council. Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditures for the next six months.

Presented to the City Council on August 23, 2017.

Presented to the Board of Public Utility Commissioners on August 23, 2017.

Respectfully submitted, Darlene J. Thompson, CPA, Finance Director/Treasurer

  
Date 8-23-17

**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**SUMMARY OF UNRESTRICTED INVESTMENTS**  
**JULY 31, 2017**

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	DATES:		INTEREST RATES:		BOOK VALUE MARKET VALUE	UNREALIZED GAIN/(LOSS):		ESTIMATED EARNINGS:		BOOK VALUE % OF UI~	
		ACQUISITION	MATURITY	STATED	CURRENT YIELD		PAR VALUE	THIS MONTH	LAST MONTH	ANNUAL		THIS MONTH
Petty Cash	N/A	N/A	N/A	N/A	N/A	6,825	N/A	N/A	N/A	N/A	0.01%	
		N/A	None			6,825	N/A	N/A	N/A			
Checking Account - City	Wells Fargo Bank	N/A	N/A	N/A	N/A	1,909,447	N/A	N/A	N/A	N/A	1.97%	
		On Demand	None			1,909,447	N/A	N/A	N/A			
						Balance per bank is \$2,628,381						
Local Agency Investment Fund (LAIF)	State of California	Various	N/A	N/A	N/A	25,800,000	(27,331)		270,900		26.68%	
		On Demand	1.050%		*	25,772,669	(33,899)		22,575			
Certificate of Deposit	Various (See page 5)	Various	N/A	N/A	N/A	Per BNY WTC 245,000	(498)		2,695		0.25%	
Investments in Safekeeping With BNY Western Trust Company		Various	1.100%			244,502	(546)		225			
<b>Sub-Total</b>			N/A	N/A		27,961,272	(27,829)		273,595		28.91%	
			0.979%			27,933,443	(34,445)		22,800			
Fixed Income Investments	Various (See page 6-8)		N/A	N/A	N/A	Per BNY WTC 68,750,980	(956,469)		1,171,057		71.09%	
Investments in Safekeeping With BNY Western Trust Company			1.730%			67,794,511	(1,116,235)		97,588			
<b>TOTAL UNRESTRICTED INVESTMENTS</b>			N/A	N/A		96,712,252	(984,298)		1,444,652		100.00%	
			1.509%			95,727,954	(1,150,680)		120,388			

\* LAIF market values are based on the most currently available amortized cost information - June, 2017:

0.998940671

~ UI = Unrestricted Investments

**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**SUMMARY OF RESTRICTED INVESTMENTS**  
**JULY 31, 2017**

<u>TYPE OF INVESTMENT</u>	<u>ISSUER OF INVESTMENT</u>	<u>ACQUISITION DATE</u>	<u>MATURITY DATE</u>	<u>STATED INTEREST RATE</u>	<u>PAR VALUE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>BALANCES AS-OF DATE</u>
<b>Bond Funds (All are Managed by U.S. Bank Trust Except LAIF):</b>								
2008 Lease Revenue and Refunding Bonds (Account No. 120887000)								
FA Prime Obl CL D Corp Trust	U.S. Bank Trust	Various	On Demand	Various	N/A	1,071	1,071	07-31-17
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	1,168,653	1,168,653	07-31-17
				Reserve Fund		1,169,724	1,169,724	
2009 Sewer Revenue Bonds (Account No. 133007000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	1,268,392	1,268,392	07-31-17
Ge Funding Cap Mkt Svcs GIC	Ge Funding	08-06-09	08-06-19	3.812%	N/A	5,814,932	5,814,932	07-31-17
				Reserve Fund		7,083,324	7,083,324	
2012 Sewer Revenue Refunding Bonds (Account No. 162033000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	232,008	232,008	07-31-17
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	923,664	923,664	07-31-17
				Reserve Fund		1,155,672	1,155,672	
2013 Sewer Revenue Refunding Bonds (Account No. 203701000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	31,747	31,747	07-31-17
Guarantee Invest. Cont.	Bayerische Landesbank	08-01-13	11-15-22	2.310%	N/A	2,745,127	2,745,127	07-31-17
				Reserve Fund		2,776,874	2,776,874	
2015 Sewer Revenue Refunding Bonds (Account No. 2615940000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	67,406	67,406	07-31-17
Investment Repurchase GIC	Bayerische Landesbank	11-15-15	11-15-25	1.960%	N/A	6,668,131	6,668,131	07-31-17
				Reserve Fund		6,735,537	6,735,537	
2016 Sewer Revenue Refunding Bonds (Account No. 260)								
Cash						9,563	9,563	07-31-17
Cash					Reserve Fund - 2009 Sewer Bonds	4,072	4,072	07-31-17
U S Treasuries	U S Treasuries	Various	11-15-16 to 11-15-15	.625% - 3.75%	N/A	52,720,408	52,065,280	07-31-17
					Reserve Fund - 2009 Sewer Bonds	52,734,043	52,065,280	

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**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**SUMMARY OF RESTRICTED INVESTMENTS**  
**JULY 31, 2017**

<u>TYPE OF INVESTMENT</u>	<u>ISSUER OF INVESTMENT</u>	<u>ACQUISITION DATE</u>	<u>MATURITY DATE</u>	<u>STATED INTEREST RATE</u>	<u>PAR VALUE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>BALANCES AS-OF DATE</u>
<b>Bond Funds (All are Managed by U.S. Bank Trust Except LAIF):</b>								
2017 Successor Agency Tax Allocation Bonds - Series A & B (Account No. 24534600)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	1,294,438	1,294,438	07-31-17
						<u>1,294,438</u>	<u>1,294,438</u>	
<b>TOTAL BOND FUNDS</b>						<u>72,949,612</u>	<u>72,280,849</u>	
<b>Restricted Insurance Deposits Managed by Fiscal Agents:</b>								
Employee Welfare Fund	(60)	Various	N/A	N/A	Various	N/A	(6,735)	(6,735) 07-31-17
Workers' Comp. Fund	(61)	Various	N/A	N/A	Various	N/A	0	0 * 06-30-16
General Insurance Fund	(62)	Various	N/A	N/A	Various	N/A	33,951	33,951 * 06-30-16
							<u>27,216</u>	<u>27,216</u>
						* NOTE: Reported as information is made available.		
						* Adjusted annually.		
<b>TOTAL RESTRICTED INVESTMENTS</b>				<i>Book Value % of Total Investments =</i>				
						<u>72,976,828</u>	<u>72,308,065</u>	

**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**CERTIFICATES OF DEPOSIT**  
**JULY 31, 2017**

<u>INSTITUTION</u>	<u>CUSIP NUMBER</u>	<u>INTEREST RATES:</u>		<u>DATES:</u>		<u>BOOK VALUE</u> <u>MARKET VALUE</u>	<u>UNREALIZED</u>	<u>ESTIMATED</u>
		<u>STATED</u>	<u>CURRENT YIELD</u>	<u>ACQUISITION</u>	<u>INVESTED</u>		<u>GAIN/(LOSS)</u> <u>THIS MONTH</u> <u>LAST MONTH</u>	<u>EARNING:</u> <u>ANNUAL</u> <u>THIS MONTH</u>
						PerBNY WTC		
Goldman Sachs	36160YTT2	1.100%		03/01/2013		245,000	(498)	2,695
		1.100%		03/01/2018		244,502	(546)	229
<b>TOTAL CERTIFICATES OF DEPOSITS</b>						245,000	(498)	2,695
All are in safekeeping with BNY Western Trust Company			1.100%			244,502	(546)	229



**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**FIXED INCOME INVESTMENTS**  
**JULY 31, 2017**

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD		GAIN/(LOSS): THIS MONTH	EARNINGS: ANNUAL THIS MONTH
<b>U.S. GOVERNMENT AGENCY OBLIGATIONS</b>								
			**			Per BNY WTC		
Federal Farm Credit Bks		12-26-12		0.900%	1,500,000	1,500,000	(795)	13,500
	3133ECB45	12-26-17	C	0.900%		1,499,205	(1,155)	1,125
Federal Farm Credit Bks		01-16-13		0.900%	1,000,000	1,000,000	(1,090)	9,000
	3133ECCZ5	01-16-18	C	0.900%		998,910	(1,530)	750
Federal Farm Credit Banks		05-08-13		0.950%	2,000,000	2,000,000	(5,180)	19,000
	3133ECNY6	05-08-18	C	0.950%		1,994,820	(6,480)	1,583
Federal Home Ln Bks		07-13-16		1.375%	1,500,000	1,500,000	(11,505)	20,625
	3130A8MP5	10-13-20	C	1.390%		1,488,495	(14,625)	1,719
Federal Home Ln Bks		10-28-15		1.720%	2,000,000	2,000,000	(7,380)	34,400
	3130A6MH7	10-28-20	C	1.730%		1,992,620	(3,520)	2,867
Federal Nat'l Mortgage Assoc		09-30-16		1.500%	1,500,000	1,500,000	(31,530)	22,500
	3136G4AB9	12-30-20	C	1.530%		1,468,470	(35,070)	1,875
Federal Farm Credit Banks		07-19-16		1.440%	1,000,000	999,250	(13,230)	14,400
	3133EGMP7	01-19-21	C	1.460%		986,020	(29,760)	1,200
Federal Home Ln Bks		07-06-16		1.500%	2,500,000	2,500,000	(35,675)	37,500
	3130ABS31	07-06-21	C	1.520%		2,464,325	(41,900)	3,125
Federal Farm Credit Banks		07-13-17		2.050%	1,500,000	1,500,000	450	30,750
	3133EGKA2	07-13-21	C	2.050%		1,500,450		2,563
Federal Nat'l Mortgage Assoc		07-27-16		1.500%	1,000,000	998,750	(14,800)	15,000
	3136G3A70	07-27-21	C	1.520%		983,950	(17,350)	1,250
Federal Nat'l Mortgage Assoc		07-27-16		1.550%	1,000,000	999,500	(16,280)	15,500
	3136G3G90	07-27-21	C	1.580%		983,220	(18,840)	1,292
Federal Nat'l Mortgage Assoc		07-28-16		1.550%	1,000,000	999,250	(23,580)	15,500
	3136G3C78	07-28-21	C	1.590%		975,670	(26,260)	1,292
Federal Nat'l Mortgage Assoc		07-28-16		1.600%	2,000,000	2,000,000	(53,140)	32,000
	3136G3J30	07-28-21	C	1.640%		1,946,860	(58,540)	2,667

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**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**FIXED INCOME INVESTMENTS, CONTINUED**  
**JULY 31, 2017**

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD		GAIN/(LOSS): THIS MONTH LAST MONTH	EARNINGS: ANNUAL THIS MONTH
<b><u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u></b>								
			**			Per BNY WTC		
Federal Nat'l Mortgage Assoc		07-28-16		1.650%	2,000,000	2,000,000	(46,660)	33,000
	3136G3R72	07-28-21	C	1.690%		1,953,340	(51,960)	2,750
Federal Nat'l Mortgage Assoc		10-28-16		1.500%	1,500,000	1,500,000	(27,030)	22,500
	3136G4EF6	07-28-21	C	1.530%		1,472,970	(30,900)	1,875
Federal Home Loan Mtg Corp		08-24-16		1.550%	2,000,000	2,000,000	(36,380)	31,000
	3134G94T1	08-24-21	C	1.580%		1,963,620	(41,600)	2,583
Federal Nat'l Mortgage Assoc		08-24-16		1.500%	1,500,000	1,500,000	(43,260)	22,500
	3136G3X26	08-24-21	C	1.540%		1,456,740	(47,430)	1,875
Federal Home Loan Mtg Corp		08-25-16		1.625%	3,000,000	3,000,000	(87,360)	48,750
	3134G9X44	08-25-21	C	1.670%		2,912,640	(95,670)	4,063
Federal Nat'l Mortgage Assoc		08-25-16		1.500%	1,500,000	1,500,000	(40,560)	22,500
	3136G3Y25	08-25-21	C	1.540%		1,459,440	(44,685)	1,875
Federal Home Loan Mtg Corp		09-29-16		1.650%	2,000,000	2,000,000	(15,060)	33,000
	3134GAEF7	09-29-21	C	1.660%		1,984,940	(20,060)	2,750
Federal Home Ln Bks		09-30-16		1.625%	2,000,000	1,999,200	(27,780)	32,500
	3130A9F89	09-30-21	C	1.650%		1,971,420	(32,980)	2,708
Federal Nat'l Mortgage Assoc		09-30-16		1.625%	2,000,000	2,000,000	(49,060)	32,500
	3136G4AH6	09-30-21	C	1.670%		1,950,940	(54,540)	2,708
Federal Nat'l Mortgage Assoc		09-30-16		1.500%	1,500,000	1,499,775	(38,145)	22,500
	3136G4CY7	09-30-21	C	1.540%		1,461,630	(42,300)	1,875
Federal Home Ln Banks		10-12-16		1.700%	1,500,000	1,500,000	(26,475)	25,500
	3130A9GS4	10-12-21	C	1.730%		1,473,525	(30,450)	2,125
Federal Home Ln Banks		10-12-16		1.580%	1,500,000	1,500,000	(42,465)	23,700
	3130A9KH3	10-12-21	C	1.630%		1,457,535	(46,695)	1,975

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**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**FIXED INCOME INVESTMENTS, CONTINUED**  
**JULY 31, 2017**

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD		GAIN/(LOSS): THIS MONTH LAST MONTH	EARNINGS: ANNUAL THIS MONTH
<b><u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u></b>								
				**		Per BNY WTC		
Federal Nat'l Mortgage Assoc		10-13-16		1.650%	2,255,000	2,255,000	(54,954)	37,208
	3136G4AS2	10-13-21	C	1.690%		2,200,046	(61,156)	3,101
Federal Nat'l Mortgage Assoc		10-25-16		1.550%	1,500,000	1,500,000	(34,740)	23,250
	3136G4ED1	10-25-21	C	1.590%		1,465,260	(38,880)	1,938
Federal Home Ln Mtg Corp		11-10-16		1.700%	2,500,000	2,500,000	(56,675)	42,500
	3131GATC8	11-10-21	C	1.740%		2,443,325	(63,575)	3,542
Federal Home Ln Mtg Corp		11-22-16		1.650%	2,000,000	2,000,000	(45,840)	33,000
	3134GAUB8	11-22-21	C	1.690%		1,954,160	(51,380)	2,750
Federal Nat'l Mtg Corp		11-23-16		1.600%	2,000,000	2,000,000	(41,260)	32,000
	3136G4GM9	11-23-21	C	1.630%		1,958,740	(46,760)	2,667
Federal Home Ln Bks		11-24-16		2.070%	2,500,000	2,500,000	(925)	51,750
	3130AABC1	11-24-21	C	2.070%		2,499,075	(7,025)	4,313
Federal Home Ln Mtg Corp		12-30-16		2.000%	2,000,000	2,000,000	(4,200)	40,000
	3134GAYV0	12-30-21	C	2.000%		1,995,800	(10,800)	3,333
Federal Nat'l Mtg Assoc		02-14-17		2.250%	3,000,000	2,999,625	435	67,500
	3136G4LE1	02-14-22	C	2.250%		3,000,060	375	5,625
Federal Home Ln Mtg Corp		03-29-17		2.400%	1,500,000	1,500,000	1,980	36,000
	3134GBBW1	03-29-22	C	2.400%		1,501,980	2,685	3,000
Federal Home Ln Mtg Corp		05-25-17		2.250%	2,000,000	2,000,000	(7,380)	45,000
	3134GBLN0	05-25-22	C	2.260%		1,992,620	(12,860)	3,750
Federal Home Ln Mtg Corp		06-29-17		2.220%	2,500,000	2,500,000	(15,900)	55,000
	3134GBSU7	06-29-22		2.210%		2,484,100	(22,925)	4,583
Federal Home Ln Mtg Corp		07-27-17		2.250%	1,500,000	1,500,000	75	33,750
	3134GBXU1	07-27-22	C	2.200%		1,500,075		2,813
Federal Farm Credit Bks		05-31-17		2.220%	2,000,000	1,999,700	(3,120)	44,400
	3133EHKT9	11-25-22	C	2.200%		1,996,580	(9,640)	3,700
Government National Mortgage Association II Pool		01-24-94		8.500%	N/A	930	5	74
		09-20-22		7.920%		935	6	6
<b>TOTAL FIXED INCOME INVESTMENTS</b>				N/A	N/A	68,750,980	(956,469)	1,171,057
All are in safekeeping with BNY Western Trust Company				1.730%		67,794,511	(1,116,235)	97,588

~ U/I = Unrestricted Investments

**CITY OF TULARE  
TREASURER'S EXECUTIVE SUMMARY  
JULY 31, 2017**

CHANGES IN BALANCES AND YIELDS: CATEGORY	BOOK VALUE MARKET VALUE DIFFERENCE			AVERAGE STATED YIELD		
	JULY	JUNE	CHANGE	JULY	JUNE	CHANGE
	Total Investments	169,689,080 <u>168,036,019</u> (1,653,061)	172,647,313 <u>169,920,771</u> (2,726,542)	(2,958,233) <u>(1,884,752)</u> 1,073,481	N/A	N/A
Unrestricted Investments	96,712,252 <u>95,727,954</u> (984,298)	101,033,690 <u>99,883,010</u> (1,150,680)	(4,321,438) <u>(4,155,056)</u> 166,382	1.509%	1.424%	0.085%
Restricted Investments	72,976,828 <u>72,308,065</u> (668,763)	71,613,623 <u>70,037,761</u> (1,575,862)	1,363,205 <u>2,270,304</u> 907,099	N/A	N/A	N/A
Heritage Money Market (CalTrust)	0 <u>0</u> 0	0 <u>0</u> 0	0 <u>0</u> 0	1.050%	1.0500%	N/A
Local Agency Investment Fund (LAIF)	25,800,000 <u>25,772,669</u> (27,331)	32,000,000 <u>31,966,101</u> (33,899)	(6,200,000) <u>(6,193,432)</u> 6,568	1.050%	0.978%	0.072%
Certificates of Deposit	245,000 <u>244,502</u> (498)	245,000 <u>244,454</u> (546)	0 <u>48</u> 48	1.100%	1.100%	0.000%
Fixed Income Investments (Total)	68,750,980 <u>67,794,511</u> (956,469)	65,750,997 <u>64,634,762</u> (1,116,235)	2,999,983 <u>3,159,749</u> 159,766	1.730%	1.710%	0.020%

**TRANSACTIONS (BOOK VALUE): \***

CATEGORY	PURCHASES	SALES / CALLS
Certificates of Deposit		Certificates of Deposit
Fixed Income Investments		Fixed Income Investments
Federal Home Loan, 2.05%	1,500,000	Government National Mortgage Assn. Pool
Federal Home Loan Mtg Corp., 2.25%	1,500,000	
	3,000,000	17

Net LAIF transactions are represented by the change in book value balance shown above. Changes in Restricted Investments are not shown.

**CITY OF TULARE**  
**INVESTMENTS BALANCE AND YIELD HISTORY FOR EIGHT MONTHS**  
**JULY 31, 2017**

BALANCES:	BOOK VALUE							
	MARKET VALUE							
CATEGORY	DIFFERENCE							
	JUNE, 2017	APRIL, 2017	MARCH, 2017	FEBRUARY, 2017	JANUARY, 2017	DECEMBER, 2016	NOVEMBER, 2016	OCTOBER, 2016
Total Investments	172,647,313 <i>169,920,771</i> (2,726,542)	173,546,735 <i>171,745,614</i> (1,801,121)	168,261,938 <i>166,119,513</i> (2,142,425)	167,127,349 <i>164,996,879</i> (2,130,470)	166,153,927 <i>163,949,427</i> (2,204,500)	156,029,554 <i>153,719,924</i> (2,309,630)	149,594,046 <i>147,473,148</i> (2,120,898)	155,581,558 <i>155,189,026</i> (392,532)
Unrestricted Investments	96,712,252 <i>95,727,954</i> (984,298)	101,193,880 <i>100,128,132</i> (1,065,748)	94,963,016 <i>93,578,147</i> (1,384,869)	95,460,972 <i>94,118,059</i> (1,342,913)	89,963,550 <i>88,559,922</i> (1,403,628)	87,650,149 <i>86,185,325</i> (1,464,824)	81,325,958 <i>80,011,764</i> (1,314,194)	86,002,299 <i>85,700,541</i> (301,758)
Restricted Investments	72,976,828 <i>72,308,065</i> (668,763)	72,262,855 <i>71,617,482</i> (645,373)	73,298,922 <i>72,541,366</i> (757,556)	71,666,377 <i>70,878,820</i> (787,557)	76,190,377 <i>75,389,505</i> (800,872)	68,379,405 <i>67,334,599</i> (1,044,806)	68,268,088 <i>67,461,384</i> (806,704)	69,579,259 <i>69,488,485</i> (90,774)
Heritage Money Market (CalTrust)	0 <i>0</i> 0	16,039,745 <i>16,039,745</i> 0	16,032,154 <i>16,032,154</i> 0	16,026,304 <i>16,026,304</i> 0	16,020,117 <i>16,020,117</i> 0	16,020,117 <i>16,020,117</i> 0	16,010,941 <i>16,010,941</i> 0	16,006,221 <i>16,006,221</i> 0
Local Agency Investment Fund (LAIF)	25,800,000 <i>25,772,669</i> (27,331)	22,525,918 <i>22,507,356</i> (18,562)	14,500,000 <i>14,488,051</i> (11,949)	14,500,000 <i>14,491,645</i> (8,355)	12,000,000 <i>11,993,086</i> (6,914)	12,500,000 <i>12,492,798</i> (7,202)	10,700,000 <i>10,703,275</i> 3,275	21,000,000 <i>21,006,427</i> 6,427
Certificates of Deposit	245,000 <i>244,502</i> (498)	(498) <i>244,215</i> 244,713	245,000 <i>243,793</i> (1,207)	245,000 <i>243,422</i> (1,578)	245,000 <i>245,138</i> 138	245,000 <i>244,657</i> (343)	245,000 <i>243,586</i> (1,414)	245,000 <i>243,966</i> (1,034)
Fixed Income Investments (Total)	68,750,980 <i>67,794,511</i> (956,469)	61,464,670 <i>60,418,260</i> (1,046,410)	63,464,696 <i>62,092,983</i> (1,371,713)	61,462,094 <i>60,129,114</i> (1,332,980)	59,962,117 <i>58,565,265</i> (1,396,852)	57,962,139 <i>56,504,860</i> (1,457,279)	53,748,822 <i>52,432,767</i> (1,316,055)	47,748,844 <i>47,441,693</i> (307,151)

**AVERAGE STATED YIELDS:**

Unrestricted Investments	1.424%	1.211%	1.259%	1.180%	1.192%	1.172%	1.130%	1.050%
Restricted Investments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Heritage Money Market (CalTrust)	N/A	1.060%	1.030%	0.990%	0.930%	0.920%	0.880%	
Local Agency Investment Fund (LAIF)	0.978%	0.884%	0.821%	0.770%	0.751%	0.719%	0.678%	0.654%
Certificates of Deposit	1.100%	1.100%	1.110%	1.100%	1.100%	1.100%	1.100%	1.100%
Fixed Income Investments (Total)	1.710%	1.670%	1.700%	1.660%	1.640%	1.620%	1.580%	1.540%

**AGENDA ITEM: Consent 3**

**CITY OF TULARE, CALIFORNIA  
BOARD OF PUBLIC UTILITIES COMMISSIONERS  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Engineering / Project Management

**For Board Meeting of:** September 7, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Review and authorize the City Manager or his designee to sign a contract amendment with Willdan Engineering of Fresno, CA in the amount of \$40,240.50 for additional surveying and design services on the EN0064 - 'E'. St. Improvements project between Bardsley Avenue and Rainier Court.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

EN0064 is a street and utility improvement project on 'E' Street between Bardsley Avenue and Rainier Court. The project includes ADA compliance improvements to intersection curb returns and alley/sidewalk intersections that fall within the project limits. Additionally, it addresses necessary water, sewer and storm drain improvements within those limits. The need for the project was identified through the City's Pavement Management System and a review of the conditions of the City's utility infrastructure. The project is included in the City's approved transportation and utilities CIP program.

Willdan Engineering of Fresno, CA is included on the list of pre-qualified on-call Engineering consultants, and a contract for the design of this project was approved in August of 2016. Willdan Engineering was awarded a contract for \$200,035 for the design and construction support services related to this project. Subsequently, with additional funding available through the adoption of the new water and sewer rates, City Staff identified additional needed improvements adjacent to the project limits that were able to be incorporated into the project scope. Completing these additional improvements in conjunction with the original project scope provides cost savings through economy of scale. These changes were proposed and approved by the City Council and Board of Public Utilities in September of 2016, increasing Willdan Engineering's total proposed fee to \$227,449. The additional improvements addressed the last remaining segments of 'E' St. between Bardsley and Prosperity that had undeveloped and/or deteriorating roadway conditions, or needed utility improvements.

As the design process progressed and specific questions arose, further investigation by the Water and Sewer Departments provided new information regarding the condition and alignment of some of the existing water and sewer infrastructure. Additionally, through coordination with Caltrans at the intersection of 'E' St. and SR137 (Inyo Ave.), the alignment and configuration of the new water main required modification to accommodate and minimize access issues for future maintenance of the main within Caltrans' right of way. Unfortunately, the additional design costs associated with these changes were not identified and communicated by Willdan until recently. The cost of the utility related design changes total \$40,240.50, based on the

provided hourly rate breakdown of time spent to perform the work. A similar amendment containing comparable and associated transportation related changes is being provided to the City Council for review and approval at their next regular meeting. City Staff has evaluated Willdan's total fee including the proposed amendment in relation to the current construction cost estimate, and has determined that the fee is still well within reasonable and industry standards for this type of work.

The approved project budget includes a contingency to address potential issues of this type. As a result, adequate funding is available within the current project budget to cover these costs. No additional funding is required at this time. However, these changes are being brought to the Board for approval because they exceed the amount previously designated for approval by City Staff.

**STAFF RECOMMENDATION:**

Review and authorize the City Manager or his designee to sign a contract amendment with Willdan Engineering of Fresno, CA in the amount of \$40,240.50 for additional surveying and design services on the EN0064 - 'E'. St. Improvements project between Bardsley Avenue and Rainier Court.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

**IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED:**  Yes  No  N/A

**FUNDING SOURCE/ACCOUNT NUMBER:**

EN0064-040-0202

**Submitted by:** Nick Bartsch

**Title:** Sr. Project Manager

**Date:** August 30, 2017

**City Manager Approval:** \_\_\_\_\_

## TRANSPORTATION PROJECT (PMS)

<b>PROJECT #EN0064 (enR2015-3)</b>	<b>ACCT # 643-4643-6841</b>
<b>'E' St. - Badsley to Pleasant</b>	<b>610-4610-6841</b>
R-EN.16.17 PMS E Alpine to Tulare	<b>615-4615-6841</b>
<b>(CIP)</b>	<b>647-4647-6841</b>

**PROJECT MANAGER:** Nick Bartsch

**PROJECT DESCRIPTION & PURPOSE:** Pavement Management System project on E Street between Bardsley Avenue and Pleasant Avenue. Includes ADA Concrete work and Water facilities.

**KEY POINTS:** Traffic safety; Relief from potential liability concerns; Compliance to the American Disabilities Act

**PROJECT STATUS:** *Construction: Summer 2017* ; Approved by TMT on 2/27/15

**PROJECTED START DATE:** 3/1/2016

**PROJECTED END DATE:** 6/30/2018

**FUTURE M & O:** None

**CRITERIA (1-8):** Criteria 7: Project addresses regulatory, safety, or environmental requirements that could threaten in whole or in part the City's ability to operate a core program or function at some future time if not replaced or repaired.

	Fiscal Year					Total	Unfunded
	2016/17	2017/18	2018/19	2019/20	2020/21		
<b>Costs Description</b>							
001 - Conceptual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00
002 - Preliminary Design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00
003 - Environmental	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000	\$0.00
004 - Final Design	\$375,266.31	\$0.00	\$0.00	\$0.00	\$0.00	\$375,266	\$0.00
005 - Construct/Impliment	\$0.00	\$5,124,428.49	\$0.00	\$0.00	\$0.00	\$5,124,428	\$0.00
006 - Close Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00
<b>Total Costs:</b>	\$381,266.31	\$5,124,428.49	\$0.00	\$0.00	\$0.00	<b>\$5,505,695</b>	\$0.00
<b>Funding Sources</b>							
022 - Gas Tax	\$210,359.81	\$2,437,351.34	\$0.00	\$0.00	\$0.00	\$2,647,711	\$0.00
077 - CDBG	\$0.00	\$390,000.00	\$0.00	\$0.00	\$0.00	\$390,000	\$0.00
021 - Measure 'R' Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00
010 - Water Bonds CIP	\$77,806.74	\$1,045,765.32	\$0.00	\$0.00	\$0.00	\$1,123,572	\$0.00
615 - Sewer/Wastewater CIP	\$29,916.48	\$402,093.87	\$0.00	\$0.00	\$0.00	\$432,010	\$0.00
647 - Surface Water CIP	\$63,183.28	\$849,217.96	\$0.00	\$0.00	\$0.00	\$912,401	\$0.00
<b>Total Funding:</b>	\$381,266.31	\$5,124,428.50	\$0.00	\$0.00	\$0.00	<b>\$5,505,695</b>	\$0.00



August 29, 2017

Michael W. Miller, City Engineer  
City of Tulare  
411 East Kern Avenue  
Tulare, CA 93274

**Subject: Addendum #3 to Proposal for Project EN0064**  
***E Street from Rainier Court to Bardsley Avenue***  
***Surveying, Geotechnical, and Engineering Design Services***

Thank you for all your efforts to work with us to resolve the services and fees for the surveying and engineering design services for the E Street from Rainier Court to Bardsley Avenue project.

Please, consider this document as an addendum to the above named proposal. It concerns additional tasks that have been added to the utilities scope of the surveying, and engineering design services as we have discussed.

**SCOPE OF SERVICES ADDITIONS INCLUDED:**

**Water on Owens Avenue**

The City desired to replace the existing 8" water main with a 10" main extending east from E Street on Owens Avenue. The City has plans to upsize the main in Owens Avenue, so at this time they would like to replace the portion within the proposed street improvements (approximately 60 feet to the curb returns on Owens Avenue). This involved additional design and drafting.

Cost = \$3,319.00

**Water north of Pleasant Avenue**

Per the City's request, the plans were revised to replace water service laterals to parcels north of Pleasant Avenue.

Cost = \$3,333.00

**Revise Water alignment within Inyo Avenue Intersection**

Subsequent to designing the water line in the area and obtaining a Caltrans Encroachment Permit for the work, the City directed Willdan to revise the alignment. This involved additional design and drafting to revise the alignment, including checking for utility conflicts. The realignment also required revision to the traffic control plans. The revised water line

alignment also required resubmittal of drawings and associated documents to Caltrans for an Amended Encroachment Permit through Caltrans.

Cost = \$5,449.00

#### **Water on Tulare Avenue**

The City directed Willdan to replace the existing 8" water main with a 10" main extending east and west through the intersection. The City has future plans to upsize the main in Tulare Avenue, so at this time they would like to replace the portion within the proposed street improvements.

Cost = \$8,574.00 (combined with Sewer on Tulare Avenue below)

#### **Additional Sewer north of Owens**

The City directed Willdan to extend the sanitary sewer replacement for an additional 250 feet on E Street north of Owens Avenue. This extension of the sanitary sewer system was determined to involve very shallow mainline and house laterals. Conceptual designs for this system were prepared and submitted to the City. Plans and specifications revisions were required to address the requirements for the shallow sewer system.

Cost = \$5,923.00

#### **Sewer on Tulare Avenue**

The City directed Willdan to replace the sanitary sewer extending east and west through the intersection. The initial direction was to replace the existing 14" sanitary sewer with an 18" sanitary sewer. As this design progressed, it was determined that the 18" sanitary sewer pipe would conflict with the existing storm drain pipe. Alternatives for realigning the storm drain system to provide clearance with the sanitary sewer were conceptually designed and presented to the City. The City determined that the storm drain was not to be realigned and the sanitary sewer was to be replaced with a new 14" pipe to avoid conflict.

Cost = see Water on Tulare Avenue above

#### **Specifications**

The original scope of work required Willdan to provide technical specifications. During the course of the design, the City requested that Willdan provide additional information within the front end documents, including:

- Review and edit of front end specification documents
- Addressing Progress Payment Retention
- Addressing language required for the use of federal funds and DBE requirements

Cost = \$1,438.00

#### **Additional Field Survey**

Additional field survey was required to obtain design information within the project area.

Cost = \$12,204.50



The total fee requested for Addendum #3 is \$40,240.50. Please refer to the attached fee sheet for a detailed breakdown of the additional scope of work items involved and the associated fees.

If there are any questions regarding this addendum, please don't hesitate to contact me at:

559-443-5290 Office

559-901-9000 Cell

[dwilson@willdan.com](mailto:dwilson@willdan.com)

Thank you for your assistance in resolving the additional fees and your on-going assistance in our efforts to develop plans for a successful project.

Respectfully submitted,

**Willdan Engineering**

A handwritten signature in blue ink, appearing to read "Doug Wilson".

Doug Wilson, PE

Principal Project Manager

Enclosure: Addendum #3 Fee Sheet



# CITY OF TULARE

## PROJECT EN0064

### FEE SCHEDULE - ADDENDUM #3

(Water on Owens; Water N/O Pleasant; Water Alignment at Inyo; Water on Tulare; Add'l Sewer N/O Owens; Sewer on Tulare; Specifications; Add'l Field Survey)

Tuesday, August 29, 2017

SUMMARY TASK	WILLDAN					Estimated Hours	Subconsultant	Expenses	Estimated Cost
	Principal Project Manager	Senior Engineer II	Senior Design Manager	Senior Designer II	Senior Designer I				
	\$190	\$154	\$156	\$145	\$138				
<b>TASK 1 - PROJECT KICKOFF AND MANAGEMENT MEETINGS</b>									
Project Kickoff Meeting	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
Management Meetings	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
<b>TASK 2 - PRELIMINARY ENGINEERING</b>									
2.1 Asbuilt Research	0.0	0.0	0.0	8.0	2.0	10.0	0.0	\$ -	\$ 1,436.00
2.2 Utility Notification / Coordination	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
2.3 Caltrans Coordination	0.0	0.0	4.0	0.0	4.0	8.0	0.0	\$ -	\$ 1,176.00
2.4 Field Design Survey	0.0	0.0	0.0	0.0	0.0	0.0	\$ 12,204.50	\$ -	\$ 12,204.50
2.5 Potholing (2 potholes estimated)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
2.6 Geotechnical Services (field work, traffic control, analysis, testing and reporting)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
Drilling Cost	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
Traffic Control	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
Laboratory Testing	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
2.7 Preliminary Design (30%) Memorandum and Cost Estimate	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
Report	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
Preliminary Cost Estimate	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
<b>TASK 3 - FINAL PS&amp;E</b>									
3.1 Design Plans	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
Street Improvement Plan (40-scale plan view)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
Storm Drain Improvement Plan (20-scale plan & profile)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
Sewer Improvement Plan (20-scale plan & profile)	2.0	0.0	5.0	32.0	16.0	55.0	0.0	\$ -	\$ 8,008.00
Water Improvement Plan (20-scale plan & profile)	4.0	3.0	2.0	24.0	28.0	61.0	0.0	\$ -	\$ 8,878.00
Signing & Striping Plans & TS Mod. Plan (40-scale plan view)	0.0	0.0	16.0	0.0	0.0	16.0	0.0	\$ -	\$ 2,496.00
Pedestrian Crossing Plan (Santa Fe Trail Crossing) (20-scale plan view)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
Street Lighting Plan (Optional) (40-scale plan view)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -
3.2 Specifications	3.0	0.0	10.0	6.0	0.0	19.0	0.0	\$ -	\$ 3,000.00
3.3 Cost Estimate	0.0	0.0	1.0	6.0	1.0	8.0	0.0	\$ -	\$ 1,164.00
<b>TASK 4 - CONSTRUCTION ENGINEERING</b>									
4.1 Bid Period Assistance (Time and Material Based)	0.0	0.0	0.0	4.0	0.0	4.0	0.0	\$ -	\$ 580.00
4.2 Construction Assistance (Time and Material Based)	0.0	0.0	0.0	4.0	0.0	4.0	0.0	\$ -	\$ 580.00
4.3 As-Built Plans	0.0	0.0	0.0	4.0	1.0	5.0	0.0	\$ -	\$ 718.00
<b>TOTAL</b>	<b>9.0</b>	<b>3.0</b>	<b>38.0</b>	<b>88.0</b>	<b>52.0</b>	<b>190.0</b>	<b>\$12,204.50</b>	<b>\$0.00</b>	<b>\$40,240.50</b>

**CITY OF TULARE**  
**PROJECT EN0064**  
**FEE SCHEDULE - ADDENDUM #3**  
**(Water on Owens)**

**Tuesday, August 29, 2017**

SUMMARY TASK	WILLDAN				Estimated Hours	Estimated Cost
	Principal Project Manager	Senior Engineer II	Senior Designer II	Senior Designer I		
	\$190	\$154	\$145	\$138		
<b>TASK 1 - PROJECT KICKOFF AND MANAGEMENT MEETINGS</b>						
<b>TASK 2 - PRELIMINARY ENGINEERING</b>						
2.1 <i>Asbuilt Research</i>			2.0	2.0	4.0	\$ 566.00
<b>TASK 3 - FINAL PS&amp;E</b>						
3.1 <i>Design Plans</i>					0.0	\$ -
Street Improvement Plan (40-scale plan view)					0.0	\$ -
Storm Drain Improvement Plan (20-scale plan & profile)					0.0	\$ -
Sewer Improvement Plan (20-scale plan & profile)					0.0	\$ -
Water Improvement Plan (20-scale plan & profile)	1.0	1.0	4.0	8.0	14.0	\$ 2,028.00
Signing & Striping Plans & TS Mod. Plan (40-scale plan view)					0.0	\$ -
Pedestrian Crossing Plan (Santa Fe Trail Crossing) (20-scale plan view)					0.0	\$ -
Street Lighting Plan (Optional) (40-scale plan view)					0.0	\$ -
3.2 <i>Specifications</i>			1.0		1.0	\$ 145.00
3.3 <i>Cost Estimate</i>			1.0		1.0	\$ 145.00
<b>TASK 4 - CONSTRUCTION ENGINEERING</b>						
4.1 <i>Bid Period Assistance (Time and Material Based)</i>			1.0		1.0	\$ 145.00
4.2 <i>Construction Assistance (Time and Material Based)</i>			1.0		1.0	\$ 145.00
4.3 <i>As-Built Plans</i>			1.0		1.0	\$ 145.00
<b>TOTAL</b>	<b>1.0</b>	<b>1.0</b>	<b>11.0</b>	<b>10.0</b>	<b>23.0</b>	<b>\$3,319.00</b>

**CITY OF TULARE**  
**PROJECT EN0064**  
**FEE SCHEDULE - ADDENDUM #3**  
*(Water N/O Pleasant)*

**Tuesday, August 29, 2017**

SUMMARY TASK	WILLDAN				Estimated Hours	Estimated Cost
	Principal Project Manager	Senior Engineer II	Senior Designer II	Senior Designer I		
	\$190	\$154	\$145	\$138		
<b>TASK 1 - PROJECT KICKOFF AND MANAGEMENT MEETINGS</b>						
<b>TASK 2 - PRELIMINARY ENGINEERING</b>						
<b>TASK 3 - FINAL PS&amp;E</b>						
<i>3.1 Design Plans</i>					0.0	\$ -
Street Improvement Plan (40-scale plan view)					0.0	\$ -
Storm Drain Improvement Plan (20-scale plan & profile)					0.0	\$ -
Sewer Improvement Plan (20-scale plan & profile)					0.0	\$ -
Water Improvement Plan (20-scale plan & profile)	1.0	1.0	8.0	8.0	18.0	\$ 2,608.00
Signing & Striping Plans & TS Mod. Plan (40-scale plan view)					0.0	\$ -
Pedestrian Crossing Plan (Santa Fe Trail Crossing) (20-scale plan view)					0.0	\$ -
Street Lighting Plan ( <b>Optional</b> ) (40-scale plan view)					0.0	\$ -
<i>3.2 Specifications</i>			1.0		1.0	\$ 145.00
<i>3.3 Cost Estimate</i>			1.0		1.0	\$ 145.00
<b>TASK 4 - CONSTRUCTION ENGINEERING</b>						
<i>4.1 Bid Period Assistance (Time and Material Based)</i>			1.0		1.0	\$ 145.00
<i>4.2 Construction Assistance (Time and Material Based)</i>			1.0		1.0	\$ 145.00
<i>4.3 As-Built Plans</i>			1.0		1.0	\$ 145.00
<b>TOTAL</b>	<b>1.0</b>	<b>1.0</b>	<b>13.0</b>	<b>8.0</b>	<b>23.0</b>	<b>\$3,333.00</b>

**CITY OF TULARE**  
**PROJECT EN0064**  
**FEE SCHEDULE - ADDENDUM #3**  
*(Water Alignment at Inyo)*  
**Tuesday, August 29, 2017**

SUMMARY TASK	WILLDAN					Estimated Hours	Estimated Cost
	Principal Project Manager	Senior Engineer II	Senior Design Manager	Senior Designer II	Senior Designer I		
	\$190	\$154	\$156	\$145	\$138		
<b>TASK 1 - PROJECT KICKOFF AND MANAGEMENT MEETINGS</b>							
<b>TASK 2 - PRELIMINARY ENGINEERING</b>							
2.3 <i>Caltrans Coordination</i>			4.0		4.0	8.0	\$ 1,176.00
<b>TASK 3 - FINAL PS&amp;E</b>							
3.1 <i>Design Plans</i>						0.0	\$ -
Street Improvement Plan (40-scale plan view)						0.0	\$ -
Storm Drain Improvement Plan (20-scale plan & profile)						0.0	\$ -
Sewer Improvement Plan (20-scale plan & profile)						0.0	\$ -
Water Improvement Plan (20-scale plan & profile)	1.0	1.0		4.0	4.0	10.0	\$ 1,476.00
Signing & Striping Plans & TS Mod. Plan (40-scale plan view)			16.0			16.0	\$ 2,496.00
Pedestrian Crossing Plan (Santa Fe Trail Crossing) (20-scale plan view)						0.0	\$ -
Street Lighting Plan ( <b>Optional</b> ) (40-scale plan view)						0.0	\$ -
3.2 <i>Specifications</i>						0.0	\$ -
3.3 <i>Cost Estimate</i>			1.0	1.0		2.0	\$ 301.00
<b>TASK 4 - CONSTRUCTION ENGINEERING</b>							
4.1 <i>Bid Period Assistance (Time and Material Based)</i>						0.0	\$ -
4.2 <i>Construction Assistance (Time and Material Based)</i>						0.0	\$ -
4.3 <i>As-Built Plans</i>						0.0	\$ -
<b>TOTAL</b>	<b>1.0</b>	<b>1.0</b>	<b>21.0</b>	<b>5.0</b>	<b>8.0</b>	<b>36.0</b>	<b>\$5,449.00</b>

**CITY OF TULARE**  
**PROJECT EN0064**  
**FEE SCHEDULE - ADDENDUM #3**  
*(Add'l Sewer N/O Owens)*  
**Tuesday, August 29, 2017**

SUMMARY TASK	WILLDAN				Estimated Hours	Estimated Cost
	Principal Project Manager	Senior Design Manager	Senior Designer II	Senior Designer I		
	<b>\$190</b>	<b>\$156</b>	<b>\$145</b>	<b>\$138</b>		
<b>TASK 1 - PROJECT KICKOFF AND MANAGEMENT MEETINGS</b>						
<b>TASK 2 - PRELIMINARY ENGINEERING</b>						
2.1 <i>Asbuilt Research</i>			2.0		2.0	\$ 290.00
<b>TASK 3 - FINAL PS&amp;E</b>						
3.1 <i>Design Plans</i>					0.0	\$ -
Street Improvement Plan (40-scale plan view)					0.0	\$ -
Storm Drain Improvement Plan (20-scale plan & profile)					0.0	\$ -
Sewer Improvement Plan (20-scale plan & profile)	1.0	3.0	16.0	8.0	28.0	\$ 4,082.00
Water Improvement Plan (20-scale plan & profile)					0.0	\$ -
Signing & Striping Plans & TS Mod. Plan (40-scale plan view)					0.0	\$ -
Pedestrian Crossing Plan (Santa Fe Trail Crossing) (20-scale plan view)					0.0	\$ -
Street Lighting Plan (Optional) (40-scale plan view)					0.0	\$ -
3.2 <i>Specifications</i>	2.0	1.0	2.0		5.0	\$ 826.00
3.3 <i>Cost Estimate</i>			2.0		2.0	\$ 290.00
<b>TASK 4 - CONSTRUCTION ENGINEERING</b>						
4.1 <i>Bid Period Assistance (Time and Material Based)</i>			1.0		1.0	\$ 145.00
4.2 <i>Construction Assistance (Time and Material Based)</i>			1.0		1.0	\$ 145.00
4.3 <i>As-Built Plans</i>			1.0		1.0	\$ 145.00
<b>TOTAL</b>	<b>3.0</b>	<b>4.0</b>	<b>25.0</b>	<b>8.0</b>	<b>40.0</b>	<b>\$5,923.00</b>



**CITY OF TULARE**  
**PROJECT EN0064**  
**FEE SCHEDULE - ADDENDUM #3**  
*(Water & Sewer at Tulare)*  
**Tuesday, August 29, 2017**

SUMMARY TASK	WILLDAN				Estimated Hours	Estimated Cost
	Principal Project Manager	Senior Design Manager	Senior Designer II	Senior Designer I		
	<b>\$190</b>	<b>\$156</b>	<b>\$145</b>	<b>\$138</b>		
<b>TASK 1 - PROJECT KICKOFF AND MANAGEMENT MEETINGS</b>						
<b>TASK 2 - PRELIMINARY ENGINEERING</b>						
2.1 <i>Asbuilt Research</i>			4.0		4.0	\$ 580.00
<b>TASK 3 - FINAL PS&amp;E</b>						
3.1 <i>Design Plans</i>					0.0	\$ -
Street Improvement Plan (40-scale plan view)					0.0	\$ -
Storm Drain Improvement Plan (20-scale plan & profile)					0.0	\$ -
Sewer Improvement Plan (20-scale plan & profile)	1.0	2.0	16.0	8.0	27.0	\$ 3,926.00
Water Improvement Plan (20-scale plan & profile)	1.0	2.0	8.0	8.0	19.0	\$ 2,766.00
Signing & Striping Plans & TS Mod. Plan (40-scale plan view)					0.0	\$ -
Pedestrian Crossing Plan (Santa Fe Trail Crossing) (20-scale plan view)					0.0	\$ -
Street Lighting Plan (Optional) (40-scale plan view)					0.0	\$ -
3.2 <i>Specifications</i>		1.0	2.0		3.0	\$ 446.00
3.3 <i>Cost Estimate</i>			1.0	1.0	2.0	\$ 283.00
<b>TASK 4 - CONSTRUCTION ENGINEERING</b>						
4.1 <i>Bid Period Assistance (Time and Material Based)</i>			1.0		1.0	\$ 145.00
4.2 <i>Construction Assistance (Time and Material Based)</i>			1.0		1.0	\$ 145.00
4.3 <i>As-Built Plans</i>			1.0	1.0	2.0	\$ 283.00
<b>TOTAL</b>	<b>2.0</b>	<b>5.0</b>	<b>34.0</b>	<b>18.0</b>	<b>59.0</b>	<b>\$8,574.00</b>

**CITY OF TULARE**  
**PROJECT EN0064**  
**FEE SCHEDULE - ADDENDUM #3**  
**(Specifications)**

**Tuesday, August 29, 2017**

SUMMARY TASK	WILLDAN		Estimated Hours	Estimated Cost
	Principal Project Manager	Senior Design Manager		
	\$190	\$156		
<b>TASK 1 - PROJECT KICKOFF AND MANAGEMENT MEETINGS</b>				
<b>TASK 2 - PRELIMINARY ENGINEERING</b>				
<b>TASK 3 - FINAL PS&amp;E</b>				
3.1 Design Plans			0.0	\$ -
Street Improvement Plan (40-scale plan view)			0.0	\$ -
Storm Drain Improvement Plan (20-scale plan & profile)			0.0	\$ -
Sewer Improvement Plan (20-scale plan & profile)			0.0	\$ -
Water Improvement Plan (20-scale plan & profile)			0.0	\$ -
Signing & Striping Plans & TS Mod. Plan (40-scale plan view)			0.0	\$ -
Pedestrian Crossing Plan (Santa Fe Trail Crossing) (20-scale plan view)			0.0	\$ -
Street Lighting Plan (Optional) (40-scale plan view)			0.0	\$ -
3.2 Specifications	1.0	8.0	9.0	\$ 1,438.00
3.3 Cost Estimate			0.0	\$ -
<b>TASK 4 - CONSTRUCTION ENGINEERING</b>				
4.1 Bid Period Assistance (Time and Material Based)			0.0	\$ -
4.2 Construction Assistance (Time and Material Based)			0.0	\$ -
4.3 As-Built Plans			0.0	\$ -
<b>TOTAL</b>	<b>1.0</b>	<b>8.0</b>	<b>9.0</b>	<b>\$1,438.00</b>

**AGENDA ITEM: Consent 4**

**CITY OF TULARE, CALIFORNIA  
BOARD OF PUBLIC UTILITIES COMMISSIONERS  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department: General Services**

**For Board Meeting of: September 7, 2017**

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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***AGENDA ITEM:***

Award National Joint Powers Alliance (NJPA) Co-Operative Purchasing Bid to Atlantic Machinery, Inc. in the amount of \$593,762.08 for two (2) Schwarze A9 Street Sweepers.

***IS PUBLIC HEARING REQUIRED:***  Yes  No

***BACKGROUND/EXPLANATION:***

For the 2017/ 2018 budget year, the Street Sweeping Division requested and was approved to purchase two (2) street sweepers. The budgeted amount was \$600,000.00.

The City is a member of the National Joint Powers Alliance (NJPA) which is a national public service agency that provides cooperative purchasing for government agencies. The City's Purchasing Policy (Section 4, page 18, O) allows for the Use of Cooperative Purchasing Agreements and gives the City Manager the authority to approve purchases over \$25,000.

Through the NJPA, Contract No. 022014-AMI, the purchase would be for two (2) Schwarze Model A9 Monsoon Street Sweepers in the amount of \$296,881.04 each.

***STAFF RECOMMENDATION:***

Award National Joint Powers Alliance (NJPA) Co-Operative Purchasing Bid to Atlantic Machinery, Inc. in the amount of \$593,762.08 for two (2) Schwarze A9 Street Sweepers.

***CITY ATTORNEY REVIEW/COMMENTS:***  Yes  No  N/A

***IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED:***  Yes  No  N/A

**Submitted by: Steve Bonville**

**Title: General Services Director**

**Date: 8/30/2017**

**City Manager Approval: \_\_\_\_\_**



2360 Harvard Street • Sacramento, CA 95815 • (916) 922-1101 • Fax: (916) 922-1034  
1913 Nancita Circle • Placentia, CA 92870 • (714) 528-8770 • Fax: (714) 528-8744  
4750 Caterpillar Rd., Unit D • Redding, CA 96003 • (530) 243-4856 • Fax: (530) 243-1447  
1930 W. Winton Ave., Suite 8 • Hayward, CA 94545 • (510) 670-0230 • Fax: (510) 670-9003  
www.source-mme.com • California State Contractor's License #980409 • DIR 1000004282

August 24, 2017

City of Tulare  
2981 South K Street  
Tulare, CA 93274

Tel: 559-684-4328  
frodriguez@ci.tulare.ca.us

Attn: Dan Arnold

We are pleased to provide the enclosed contract pricing sheet off the National Joint Powers Alliance Contract No. 022014-AMI for the Schwarze Model A9 Monsoon Street Sweeper mounted on a new Peterbilt truck chassis for your review.

Summary:	Complete Unit per attached NJPA price sheet,	
	Price F.O.B. Tulare, CA	\$274,255.00
	8.25% Sales Tax	<u>22,626.04</u>
	Total	\$296,881.04

- **City's Purchase Order to be prepared and sent directly to Atlantic Machinery, Inc.**  
2628 Garfield Avenue Silver Springs, MD 20910  
M.J. Dubois (301) 585-0800 mjubois@atlanticmachineryinc.com
- MME to assist with DMV registration.
- Pricing includes delivery and on-site training.
- Normal delivery 60-90 days A.R.O., depending on chassis availability.
- Terms per NJPA Program.

Thank you for your continued interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,  
Municipal Maintenance Equipment, Inc.

James Wheeler,  
General Manager

Enclosures

*Handwritten notes:*  
CAF  
11/1/17  
11/1/17

# ATLANTIC MACHINERY INC.

Sewer and Street Equipment Specialists

NEW SWEEPER UNIT - NJPA CONTRACT 022014-AMI

8/24/17

Customer: CITY TULARE

Location: CALIFORNIA

Description	Amount
<b>Schwarze Model A9 Monsoon Street Sweeper unit with all standard equipment WITH TIER IVF 140 auxiliary engine</b>	
Peterbilt chassis with Automatic Transmission and A/C with 220 HP diesel engine, right hand steering	
Auxiliary engine John Deere 4045 Tier 4 engine with fuel water separator, 3-point safety engine shutdown, battery and 50 gallon fuel tank, 90 AMP alternator, 2 year warranty.	
Hydraulic system: 25 gallon vented hydraulic reservoir with shut off valves, tank mounted level and temperature indicator, hydraulic pressure 2500 PSI, spin-on 10 micron return filter, 9000 BTU oil to air radiator type oil cooler, 12 volt DC hydraulic back up system	
Dust Separator: Centrifugal dust separator, 29000 cubic inches with 1680 square inches	
Hopper: 9.6 cu yard Mild steel, 8 cubic yard usable capacity, Screens - 5615 sq inch with saw tooth design, twin dumping cylinders, 53 degrees, rear door hydraulically opened, closed and locked, Dual 20" x 32" watertight inspection doors, 1 each side of hopper, External weatherproof dump switches, Shroud enclosing the auxiliary engine.	
Dust Control System: Twin electric diaphragm water pumps with inlet restriction, 60 PSI, 6.0 GPM, Water tank capacity 250 gallons, polyethylene, 25' long fire hydrant fill hose, 50 mesh cleanable filter with shut off valve, water spray nozzles including 5 at pickup head, 2 inside hopper, 2 at gutter broom, 2 in suction tube, 2 at front axle, an air purge system for flushing lines is also provided.	
Operating Controls and Instruments: Aux engine control with full color display console, keyed ignition, electronic throttle, leaf bleeder, oil pressure, water temperature, voltmeter, tachometer, hour meter, diagnostic gauge for aux engine, overweight warning, selectable sweep or lift in reverse, system standby, in cab tilt, variable speed brooms, all other standard sweeper function switches to be included for standard and optional items selected, Swiveling console for left or right sweeping.	
Safety Equipment: Two body props to lock hopper in raised position, rear amber LED strobe light with guard, 2 rear yellow alternating LED flashing lights, Slow moving vehicle emblem, back up alarm, 5# fire extinguisher, and warning triangle kit.	
Sweeper head deluge	
Dual gutter brooms shall be 44" minimum diameter each and provide a minimum of 144" sweeping path (including suction head).	
Dual gutter broom power tilt	
Dual gutter broom extension override	

Description	Amount
Standby full with throttle ramp	
Variable speed gutter brooms	
Additional manual copy	
10 point remote grease manifold	
Dual camera system	
Alarm, smart backup 97-107 db	
Water tank capacity increased to 600 Gallons	
Water tank sight gauge side of tank	
Water tank low level indicator and alarm	
Front mounted spray bar	
Hopper mounted spray bar, 4 additional nozzles	
Auto drop down screens	
6" hopper drain, stainless steel	
Hopper sound suppression	
Hopper up alarm & indicator	
Hopper auxiliary engine screen cover	
Hopper, High Strength Stainless steel with lifetime warranty	
Hydraulic filter restriction indicator and alarm	
Low hydraulic level indicator in cab	
Air filter restriction indicator	
LED Dual rear strobes with guards	
LED Traffic Guide arrow board	
Cab mounted LED strobe light with guard	
Air filter restriction indicator for chassis	
Air horn	

Description	Amount
Hour meter gauge	
Standard Warranty 1 year or 1200 hours	
Body mounting on chassis	
Sweeper to be painted with Dupont Imron 5000 Polyurethane paint, white	
Local dealer pre-delivery inspection and training at customer facility	
DELIVERY CUSTOMER FACILITY	
TOTAL UNIT CONTRACT COST	\$274,255.00
SALES TAX - 8.25%	\$22,626.04
TOTAL UNIT COST WITH TAX	\$296,881.04

Vendor/Contract Holder: Atlantic Machinery, Inc. (Purchase Order to be made out to, Atlantic Machinery, Inc.)  
2628 Garfield Ave  
Silver Spring, MD 20910  
Phone Number: 410-924-1004  
Contact: M.J. DuBois  
Email: [mjdubois@atlanticmachineryinc.com](mailto:mjdubois@atlanticmachineryinc.com)

**AGENDA ITEM: Consent 5**

**CITY OF TULARE, CALIFORNIA  
BOARD OF PUBLIC UTILITIES COMMISSIONERS  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department: General Services**

**For Board Meeting of: September 7, 2017**

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Adopt Resolution 17-08 authorizing the surplus of one (1) City vehicle.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

The Fleet Control Budget was established in order to allow the Fleet Maintenance Department to bill departments for City vehicles, to recommend replacements, and properly size and make vehicles available to departments based on their needs.

The following vehicle has been removed from service. This unit has been inspected by Fleet Maintenance and has reached the end of useful life or has damage not economically feasible to repair.

<i>Unit #</i>	<i>Year</i>	<i>Make</i>	<i>Model</i>
0570	2007	AMERICAN LA FRANCE	SIDE LOADER

**STAFF RECOMMENDATION:**

Adopt Resolution 17-08 authorizing the surplus of one (1) City vehicle.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

**IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED:**  Yes  No  N/A

**Submitted by: Steve Bonville**

**Title: General Services Director**

**Date: August 31, 2017**

**City Manager Approval: \_\_\_\_\_**



**RESOLUTION NO. 17-08**

**A RESOLUTION OF THE BOARD OF PUBLIC UTILITIES  
OF THE CITY OF TULARE DECLARING CERTAIN PERSONAL  
PROPERTY TO BE SURPLUS AND AUTHORIZING ITS DISPOSITION**

**BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF  
TULARE, AS FOLLOWS, TO WIT:**

SECTION 1. That certain property listed below, of which has been filed by the Purchasing Officer with the City Clerk , is hereby declared to be surplus property of the City of Tulare.

<b>Unit #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>
0570	2007	American La France	Side Loader

SECTION 2. The Finance Director/Treasurer of the City of Tulare is hereby authorized to dispose of said property and to deposit any funds received in the general and/or enterprise funds of the City of Tulare.

PASSED, ADOPTED AND APPROVED this 7<sup>th</sup> day of September, 2017.

\_\_\_\_\_  
President of the Board of the City of Tulare

ATTEST:

STATE OF CALIFORNIA )  
COUNTY OF TULARE ) ss.  
CITY OF TULARE )

I, Joseph V. Carlini, Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 17-08 passed and adopted by the Board of Public Utilities of the City of Tulare at a regular meeting held on September 7, 2017, by the following vote:

Aye(s): \_\_\_\_\_

Noe(s): \_\_\_\_\_ Abstention(s) \_\_\_\_\_

Dated: Joseph V. Carlini, CITY CLERK

By Melissa Hermann, DEPUTY CITY CLERK

<b>AGENDA ITEM: Gen. Bus. 1</b>
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**CITY OF TULARE, CALIFORNIA  
BOARD OF PUBLIC UTILITIES COMMISSIONERS  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Engineering / Project Management

**For Board Meeting of:** September 7, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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***AGENDA ITEM:***

Authorize the City Manager to sign a contract with Provost & Pritchard Consulting Group of Visalia, CA in an amount not to exceed \$345,300.00 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0076, a street and utility improvement project on 'O' Street; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$34,530) of the contract award amount.

***IS PUBLIC HEARING REQUIRED:***  Yes  No

***BACKGROUND/EXPLANATION:***

This project is a street and utility improvement project on 'O' Street between Bardsley Avenue and Pleasant Avenue. The project will include ADA compliance improvements to intersection curb returns and alley/sidewalk intersections that fall within the project limits. Additionally, it will address necessary water, sewer and storm drain improvements within those limits. The need for the project was identified through the City's Pavement Management System and the review of the condition of the City's utility infrastructure. This project was included and approved as a part of the City's 2017-2022 transportation and utility CIP program budget.

A Request for Proposals for on-call engineering services was issued on April 14, 2016. Ten (10) firms submitted all the necessary information to be considered for inclusion in a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and the top four (4) firms were recommended for inclusion on the list of prequalified general engineering and land surveying consultants. On June 21, 2016, City Council approved this list of (4) consultants.

Provost & Pritchard Consulting Group of Visalia, CA is included on the list of pre-qualified on-call Engineering consultants and demonstrated in their proposal that they have the skills, expertise and resources available to meet the City's needs and timeframe to complete the design of this project. Provost & Pritchard has proposed to perform the necessary work for \$345,300.

Due to the inclusion of funding from various transportation related funds on this project, this was also submitted to the City Council for the review and approval of the scope of this contract at its September 5, 2017 regular meeting.

***STAFF RECOMMENDATION:***

Authorize the City Manager to sign a contract with Provost & Pritchard Consulting Group of Visalia, CA in an amount not to exceed \$345,300.00 for topographic surveying, geotechnical

analysis, design, bidding and construction support services for Project EN0076, a street and utility improvement project on 'O' Street; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$34,530) of the contract award amount.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

**IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED:**  Yes  No  N/A

**FUNDING SOURCE/ACCOUNT NUMBER:**

EN0076-040-0202

777 – RDA

077 - CDBG

010 – Water Bonds

615 – Sewer Wastewater CIP

647 – Surface Water Management CIP

**Submitted by: Nick Bartsch**

**Title: Sr. Project Manager**

**Date: August 25, 2017**

**City Manager Approval: \_\_\_\_\_**

## TRANSPORTATION PROJECT

<b>PROJECT #EN0076</b>	<b>ACCT #: 643-4643-6834</b>
<b>'O' St. Improvements</b>	<b>610-4610-6834</b>
	<b>615-4615-6834</b>
<b>(Capital)</b>	<b>647-4647-6834</b>
<b>(Capital)</b>	
<b>District(s): 3,4</b>	

**PROJECT MANAGER:** Nick Bartsch

**PROJECT DESCRIPTION & PURPOSE:** Pavement Management System / Utility project on 'O' St. between Bardsley and Pleasant. Includes ADA Concrete work, Water, Sewer and Surface Water facility improvements.

**KEY POINTS:** Utility Infrastructure Improvements; Traffic safety; Relief from potential liability concerns; Compliance to the American Disabilities Act

**PROJECT STATUS:** Approved by TMT on 9/23/16

**PROJECTED START DATE:** 7/1/2017

**PROJECTED END DATE:** 12/31/2018

**FUTURE M & O:**  
(Additional Cost & Department Responsibility) No additional Cost

**CRITERIA (1-8):** Criteria 7: Project addresses regulatory, safety, or environmental requirements that could threaten in whole or in part the City's ability to operate a core program or function at some future time if not replaced or repaired.

Costs Description	Fiscal Year					Total	Unfunded
	2017/18	2018/19	2019/20	2020/21	2021/22		
001 - Conceptual	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -
002 - Preliminary Design	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -
003 - Environmental	\$6,000	\$0	\$0	\$0	\$0	\$6,000	\$ -
004 - Final Design	\$428,436	\$0	\$0	\$0	\$0	\$428,436	\$ -
005 - Construct/Impliment	\$0	\$5,145,193	\$0	\$0	\$0	\$5,145,193	\$ -
006 - Close Out	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -
<b>Total Costs:</b>	\$434,436	\$5,145,193	\$0	\$0	\$0	<b>\$5,579,628</b>	\$ -
Funding Sources							
777 - RDA	\$244,479	\$2,208,883	\$0	\$0	\$0	\$2,453,362	\$ -
077 - CDBG	\$0	\$390,000	\$0	\$0	\$0	\$390,000	\$ -
010 - Water Bonds	\$97,248	\$1,300,145	\$0	\$0	\$0	\$1,397,393	\$ -
615 - Sewer/Wastewater CIP	\$71,939	\$1,001,284	\$0	\$0	\$0	\$1,073,223	\$ -
647 - Surface Water CIP	\$20,770	\$244,880	\$0	\$0	\$0	\$265,650	\$ -
<b>Total Funding:</b>	\$434,436	\$5,145,193	\$0	\$0	\$0	<b>\$5,579,628</b>	\$ -



130 N. Garden Street  
Visalia, CA 93291-6362  
Tel: (559) 636-1166  
Fax: (559) 636-1177  
[www.ppeng.com](http://www.ppeng.com)

August 16, 2017

Nick Bartsch, Project Manager  
City of Tulare  
411 East Kern  
Tulare, CA 93274

**RE: Proposal for Engineering and Land Surveying Services for the Design of the O Street Improvements Project**

Dear Mr. Bartsch:

Thank you for the opportunity to submit this proposal to provide engineering services for the "O" Street Improvements Project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds. The information contained in the document is based on a meeting between City of Tulare staff and Provost & Pritchard Consulting Group staff held on August 2, 2017.

## **Project Understanding**

The City of Tulare would like to construct a water, sewer, storm drain, and street improvements project along "O" Street from Bardsley Avenue to Pleasant Avenue. The work will include installation of new water main and services, replacement of sanitary sewer main, sanitary sewer laterals and sanitary sewer manholes, replacement of storm sewer laterals and drain inlets, replacement of curb and gutter where necessary, replacement of existing curb ramps at curb returns and alley ways to ADA standards, and rehabilitation of existing AC pavement. The City's budget for the project is \$3.9 million, funded by Utility, Gas tax, and Measure R funding. The City would like the project to be advertised for bid by March of 2018.

The existing AC pavement will be rehabilitated along "O" Street between Bardsley and Pleasant Avenues. FDR, cold-in-place recycling (CIPR) and possibly other methods will be analyzed and reviewed with City staff during the preliminary design phase of the project to determine a preferred method of addressing substandard pavement. Geotechnical investigation and reports will be prepared to assist in

the trench backfill design, structural street thickness, R-values, and design specifications for the pavement rehabilitation methods recommended and selected. The proposed analysis and design includes the following items:

- **“O” Street improvements include:**

- a. A new 8” water main in “O” Street will be designed from Kern to Pleasant. The new water main will be designed to tie into an existing water valve on the north side of the connection to the water tower property. The new water main will include the design of new fire hydrants and laterals and new water services from the new main to the existing meter boxes. Our improvement plans will show the existing water main to be abandoned in place.
- b. Our improvement plans will include replacing the existing sanitary sewer line in “O” Street with a new 8” line from Sonora Avenue to Willow Avenue and from North of the Santa Fe Trail crossing to Cross Avenue. The new line will be located in the same alignment as the existing line. New sanitary sewer house laterals will be designed from the new main to the property line, where they will tie-in to the existing house lateral. New sanitary sewer manholes will be designed at 350± foot spacing. Specifications will include that sanitary sewer manholes are not to be lined or coated.
- c. “O” Street pavement rehabilitation will be designed from Bardsley Avenue to Pleasant Avenue based on the outcome of BSK’s geotechnical report. Our pavement design and improvement plans will acknowledge and accommodate the existing shallow, 48” diameter TID pipe culvert crossing “O” Street near College Avenue.
- d. The Storm Drain main in “O” Street is in good condition and will remain in place. New manholes, laterals, and drain inlets will be designed where existing drain inlets are substandard. The 14 locations identified during the pre-proposal meeting include the Pleasant, College, College/Cross Alley, San Joaquin, and King intersections. Our plans will also identify replacement sections of curb and gutter where existing flow lines are elevated or depressed causing standing or trapped storm water.
- e. We will review topographical data at all curb returns where existing sidewalk extends to the return for compliance with current ADA requirements. At signalized intersections, we will review the locations of pedestrian push buttons for ADA compliance. Where improvements are substandard, plans will be prepared to address ADA compliance. Our design will include slopes that are consistent with City and Caltrans Standards allowing for flexibility in construction.
- f. New sidewalk, curb and gutter will be designed from the Willow Avenue intersection, north to where the existing curb, gutter and sidewalk begins. 5 new drive approaches will also be designed in the area of new sidewalk.
- g. 3 mid block crossings at the Santa Fe Trail crossing, and the Elm and Cedar intersections will be designed to include new curb ramps, landings and crosswalk striping

- h. 6 substandard alley approaches located throughout the project area will be removed and designed to City and ADA Standards.
- i. Our improvement plans will also include the replacement of existing striping and loop detectors in kind.

## Scope of Services

### Phase PD: Preliminary Design

#### Complete Field Topographic Survey

Upon approval of the Task Order we will complete a field topographic survey based on City of Tulare control for:

- “O” Street - from Bardsley Avenue to Pleasant Avenue.
- The field survey scope of work for “I” Street and Owens Avenue will include capturing sufficient horizontal and vertical locations for top of curbs, gutter flow lines, pavement crowns, manhole covers, valve covers, utility covers, striping and any USA markings to design and prepare street rehabilitation and underground water, sanitary sewer, and storm water improvement plans. Our submitted fee is based on surveying the street cross sections at 100 foot intervals. In addition, our survey will pick up curb return/ramp information along “I” Street and Owens Avenue sufficient to design Americans with Disabilities Act (ADA) accessible paths of travel and locations where existing improvements are in disrepair that may impact the longevity of the proposed street improvements. We will also survey curb and gutter, valley gutter, and other surface improvements that are substandard or in disrepair. We will dip manholes and drain inlets to determine the depth of cover over gravity lines. From the survey data and utility information collected, we will prepare a base drawing in AutoCAD Civil 3D format for use throughout the design process.
- Verify existing right-of-way limits with record maps.
- Conduct utility research and identify potential conflicts with record utilities. City will provide plats and record drawings for their utilities.

Once the topographical survey is complete, we will overlay the topo points onto an aerial image and hold a kickoff meeting at Tulare City Hall to further define the scope of the project. Sections of sidewalk, curb and gutter that are depressed or are uplifted will be identified so that the City may determine if they are to be replaced with this project or deferred to a future project.

#### Geotechnical Services

BSK will work with Provost & Pritchard to provide the requested geotechnical information. BSK will mobilize their field investigation work within two weeks of receiving a Notice to Proceed (permits and weather permitting). We anticipate two days to complete the field work and one week following to complete the laboratory analysis. A preliminary written report will be available one week after completion of the laboratory testing and analysis work.

BSK's work will include ten (10) borings to fifteen (15) feet beneath ground surface. Borings will provide information on pavement thickness and bulk soil for testing. Testing is expected to include the following:

- In-Situ Moisture/Density (20)
- Direct Shear (4)
- Sieve Analysis with Wash (5)
- Moisture Density Relationship (3)
- Corrosion Potential (3)
- R-Value (6)
- Soil Cement Mix Design (1)

Geotechnical analysis and a report will be prepared based on the results of the field exploration and laboratory testing. The report will include the following:

- Vicinity Map and Site Plan with boring locations
- Subsurface Conditions, Soils Boring Logs, Depth to Groundwater (if encountered)
- Summary of Laboratory Testing
- Corrosion and expansion characteristics of on-site soils
- Recommendation for site preparation and earthwork
- Allowable lateral bearing pressure and skin friction
- Requirements for imported fill materials
- Recommendations for site drainage
- Recommendations for construction observation and testing and excavation suitability
- Pipe load factors
- Verify if native material is acceptable as backfill material assuming PVC or HDPE pipe
- Recommendations to pulverize the existing pavement section, compact it, and overlay with new asphalt concrete
- Recommendations on current pavement materials being reused as recycled Class 2 aggregate base (AB) or as a sub-base material
- Recommendations for conventional pavement section with asphalt concrete and Class 2 AB
- Recommendations for soil-cement treatment of the on-site soil and overlay with new asphalt concrete
- Core information: AC and AB section thickness and thickness of other pavement materials encountered.

The geotechnical report will be prepared under the supervision of, and signed by, a California Licensed Geotechnical Engineer.



## 30 % Design Review Meeting

Once we have further defined the scope of the project with the City, we will prepare street improvement plans that will identify non-conforming ramps and the horizontal alignment of new curb, gutter, sidewalk, and drive approach improvements. The limits of asphalt concrete pavement rehabilitation will also be shown.

Our 30% pipeline alignment plans will show existing underground utilities and the proposed horizontal alignment of new and replacement water, sewer, and storm water pipelines. These 30% pipeline alignment plans will show proposed horizontal pipe alignments, sizes, and inlet, manhole and valve locations. Individual house services will not be shown on the 30% plans. The Preliminary Geotechnical Report will be completed prior to the Design Review Meeting.

Plans for the 30% Design Review Meeting will include:

- a. Cover Sheet
- b. Legend/Abbreviation Sheet
- c. General Notes Sheet
- d. Schematic Water and Sanitary Sewer sheets (1"=20' plan view only) – note: for coordination purposes storm sewer will be shown lighter in background
- e. Schematic Street and Storm Sewer sheets (1"=20' plan view only) – note: for coordination purposes water and sanitary sewer will be shown lighter in background

As part of preparing for the 30% Design Review Meeting, as needed, we will consult with City staff and underground utility contractor(s) to discuss construction issues that affect constructability and construction schedule. We will attend one (1) design review meeting at Tulare City Hall to discuss our 30% design with the City and to select a preferred pavement rehabilitation method for all street sections. This will ensure that we are proceeding in accordance with the City's direction before we begin preparing the construction documents.

## Phase DD: Design Development

### Prepare 60% Construction Documents

Based on input received from City staff through the Preliminary Design Phase the design team will commence with engineering design. As a first order of work, we will meet with Caltrans to confirm design requirements. We will then prepare 90% plans for the Tulare Ave (SR-137) and O Street intersection, the Caltrans encroachment permit, and a traffic control plan.

Our 60% construction documents will include the following:

- Roadway pavement design calculations, as needed;
- 60% Technical Specifications, as needed;
- 60% Construction Plans, expected to include:

- a. Cover sheet,
  - b. Legend / Abbreviation sheet,
  - c. General Notes sheet,
  - d. Topographical Survey / Demolition sheets (1"=20' double plan view),
  - e. Street and Storm Sewer sheets (1"=20' plan and profile) – note: for coordination purposes water and sanitary sewer lines will be light and in background on sheets,
  - f. Water and Sanitary Sewer sheets (1"=20' plan and profile) – note: for coordination purposes storm sewer lines will be light and in background on sheets,
  - g. Curb Ramp Detail sheets,
  - h. Typical Cross Section sheets,
  - i. Miscellaneous Detail sheets,
  - j. City Standard Detail sheets,
  - k. Loop Detector Replacement sheets (1"=20' scale, plan view only); and,
  - l. Signing, Striping, and Pavement Marking sheets (1"=40' double plan view);
- Preliminary Engineer's Opinion of Probable Construction Costs.

We will also attend one (1) 60% design review meeting at Tulare City Hall.

## **Phase CD: Construction Documents**

### **Prepare 100% Construction Documents**

We will incorporate 60% plan review comments and feedback from City staff that is consistent with the comments received on the 30% design review meeting, and prepare and submit 100% construction documents to the City. Deliverables will include:

- 100% Construction Plans (expected plan set as noted above),
- 100% Technical Specifications,
- Engineer's opinion of probable construction costs, and
- Final Geotechnical Report.

We will also:

- Attend one (1) 100% design review meeting at Tulare City Hall.
- Incorporate 100% plan review comments and feedback from City staff that is consistent with the comments received on the 60% submittal, and prepare and submit final bid documents to the City. Deliverables as described above.

## **Phase SWP: Construction General Permit SWPPP & NOT**

### **Construction General Permit Traditional Risk Level 1 SWPPP**

The Storm Water Pollution Prevention Plan (SWPPP) will be developed using information provided by Mr. Nick Bartsch, other staff and site reconnaissance. The SWPPP will be in compliance with State Water Resources Control Board (SWRCB) Construction General Permit 2009-0009-DWQ and as amended by 2010-0014-DWQ and 2012-0006-DWQ and by the SWRCB Caltrans Order 2012-0011-DWQ.

#### **Tasks**

1. Prepare a Project Risk Level 1 SWPPP in the approved SWRCB format, using the assumed construction schedule to specification level (to be included in the project specifications for bidding purposes only).
2. Once a contractor is selected the Specification level SWPPP will be modified and finalized using information from the construction contractor.
3. Coordinate the online user ID for the Storm Water Multiple Application and Report Tracking System (SMARTS) with the Legally Responsible Party (LRP) who we assume will be Mr. Nick Bartsch, Project Manager, City of Tulare.
4. Complete the project SWPPP data entry into SMARTS (LRP to certify online and pay application fee).

Provide an electronic copy of the SWPPP and Permit Registration Documents to City and Contractor.

### **Notice of Termination and Final Annual Report**

At the completion of the Project, after final acceptance is given in writing by the LRP, P&P will prepare the Project Notice of Termination and corresponding Final SWPPP Annual Report. The Notice of Termination will include a final site visit to document conditions for permit requirements. P&P will complete the data entry in SMARTS on behalf of the LRP. A copy of the Notice of Termination and Annual Report documents will be provided electronically.

## **Phase DCP: Dust Control**

### **Dust Control Notice of Construction**

P&P will develop a Project Dust Control Plan (DCP) in accordance with San Joaquin Valley Air Pollution Control District (SJVAPCD) requirements. A copy of the DCP will be provided electronically as part of the project specifications for the contractor to complete and submit prior to construction.

### **Bidding Assistance**

- Attend pre-bid meeting and job walk.
- Prepare necessary responses to bidder requests for information (our fee is based on responding to approximately 12 requests for information or clarification at 1 hr per request). Responses to RFIs related to obvious design omissions or design components lacking sufficient information to

provide a reasonable bid will not be invoiced to the project but will be considered as part of the original design fee (see also Assumptions).

- Prepare necessary addenda and changes to contract documents resulting from bidder questions.
- Prepare bid canvass and make recommendation of the lowest responsible, responsive bidder to City.
- Prepare letter recommending award for City Council and prepare Notice of Award to successful bidder.

## Construction Assistance

Below we have included a breakdown of a typical scope of work for the Construction Assistance Phase used for similar projects that allowed us to prepare a budget for these services. It is expected that if the work is included in our contract that the actual activities under this phase would be performed on a time and materials basis.

### 1. Construction administration activities include:

- Prepare Conformed Contract Documents;
- Attend Pre-Construction meeting;
- Assist with review of submittals and shop drawings as requested by City (our estimate is based on reviewing approximately 14 submittals at 4 hr per submittal and does not include resubmittals);
- Review RFIs and take appropriate action (our estimate is based on reviewing approximately 11 RFIs at 2 hr per RFI);
- Change order (CO) review and comments (approximately 4 change orders at 3.5 hr per CO),
  - Prepare draft Contract Change Orders, if necessary, for review by the City,
  - Investigation of site conditions claimed to differ from those described in the Contract Documents;
- Project closeout activities include:
  - Participate in walk-through of project at Substantial Completion (1 Site Visit);
  - Prepare and submit final punch list and project closeout checklist to the City. The City will monitor and update final punch list and project closeout checklist, and
  - Prepare final record drawings and contract documents based on information received from Contractor;
- The duration of the construction phase of the project is assumed to be 6 months.

### 2. Engineering support services activities include:

Occasional site visits by the resident engineer for items of work listed under the above referenced "Construction administration activities", such as clarifications of the construction documents and addressing Contractor requests for information throughout the duration of the project as required in a timely manner. Two site visits included.

## Assumptions

1. Field testing will be limited to core sampling of the existing asphalt concrete areas.
2. For the field testing, the City of Tulare will provide a no-fee Encroachment Permit and not require bonding.
3. All scribed paint marking associated with requesting Underground Service Alert would not be required to be removed.
4. Our proposal and fee do not provide for a private utility locator service to locate underground utilities.
5. If necessary, the City will perform potholing (or other methods) of existing City owned utilities to determine depth of cover necessary for analysis of pavement rehabilitation strategies. Information pertaining to the pothole depths shall be provided within two to three weeks of the Notice to Proceed or a delay in the schedule may occur.
6. City staff will prepare front end specifications and provide boilerplate technical specifications for our use and reference. These specifications will include General Conditions that are suited specifically to the "O" Street project. City staff will provide sample technical specifications and bid canvasses from recently-bid pavement and underground utility projects.
7. No modifications to the existing traffic signals will be required by either the City or Caltrans
8. Improvements will be entirely within existing right-of-way and no additional right-of-way will be required.
9. This project is exempt from ISR, it falls under complete exemptions 1 & 2 of the ISR rule.
10. The Contractor would perform QSP SWPPP responsibilities.
11. The City will provide Traffic Index values for "O" Street.
12. The City has prepared or will prepare all necessary environmental documents and provide all identified mitigation measures.
13. The City will prepare all required funding agency documents.
14. The City will provide construction review and inspection services.
15. In providing services under this Scope of Work, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.

The scope of the project will be limited to design of pavement replacement and/or rehabilitation including demolition plans and underground utility plans. Staging plans, traffic control plans, and construction phasing plans are not part of this scope of work. If requested as additional services, City staff will recommend available staging areas and we will illustrate these areas on our plans. It will be the responsibility of the City's awarded Contractor to define their plans for use of these staging areas.

## Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- Preparation of any CEQA or NEPA compliance documents;
- Construction staking. We will provide a proposal to you when the plans are complete and the construction schedule is determined. This construction staking proposal is being provided at a later date so that specific improvements are well defined and a clearly defined scope and fee can be provided;
- Construction Management and/or Observation;
- Preparation and processing of Indirect Source Rule application with SJVAPCD.

## Professional Fees

Provost & Pritchard Consulting Group will perform the services in the Design and Bidding Phases on a lump sum fee basis for a fee of \$ 321,800. The fee includes providing services meeting prevailing wage rates where applicable.

The separate Construction Assistance Phase is included as a budget amount at this time with an estimated fee of \$23,500. The work under this phase is expected to be invoiced on a time and material basis and will include reimbursable items such as printing and mileage **not included [js1]** in our budget estimate.

These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and **are included [js2]** in the estimated fees above. If it appears we will need to exceed the fee noted above, we will notify you in writing before we do so, and will provide a revised estimate. We will not continue work beyond the initial budget without additional authorization.

Proposed Fee	
Phase	Estimated Fee
Phase PD	\$109,000
Phase DD	\$142,000
Phase CD	\$56,000
Phase BID	\$5,800
Phase SWP	\$7,000
Phase DCP	\$2,000
<b>Total Estimated Fee through Bidding:</b>	<b>\$321,800</b>
Phase CON	\$23,500

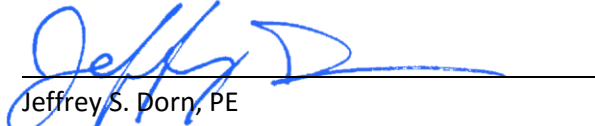
## Schedule

Once we receive a signed contract and are authorized to proceed, we can prepare the 30% plans for initial submittal in approximately seven (7) weeks. The following schedule assumes the City will complete their reviews in two weeks. Agency review time is outside of our control and any review time beyond the two weeks shown will delay the tasks that follow. We will be prepared to submit 60% Plans, specifications and estimate (PS&E) approximately eight (8) weeks after receiving City comments on our 30% PS&E. We will be prepared to submit 100% PS&E approximately six (6) weeks after receiving City comments on the 60% PS&E.

Proposed Schedule	
Week/Date	Task
Week 1-2	Utility research, survey
Weeks 3-7	Prepare Basis of Design and 30% Plans (Phase PD)
Week 8	30% Design review meeting
Weeks 9-16	Prepare 60% PS&E (Phase DD)
Weeks 17-18	City Review
Weeks 19-24	Prepare 100% PS&E (Phase CD)
Weeks 25-26	City Review
Weeks 27-28	Prepare final PS&E and submit to City for bidding

Again, we appreciate the opportunity to submit this proposal with fees and we look forward to working with City of Tulare staff on the "O" Street Project. If acceptable, work included in this proposal will be considered as a task order under our current City of Tulare Engineering Consultant Services Agreement dated August 22, 2016. We expect a City of Tulare Purchase Order will be issued for the work and that the P.O. will act as our Notice to Proceed.

Respectfully,  
Provost & Pritchard Consulting Group

  
Jeffrey S. Dorn, PE  
C 76749

  
John Schaap, PE, Vice President  
C 61754



**AGENDA ITEM: Gen. Bus. 2**

**CITY OF TULARE, CALIFORNIA  
BOARD OF PUBLIC UTILITIES COMMISSIONERS  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Engineering / Project Management

**For Board Meeting of:** September 7, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Authorize the City Manager to sign a contract with Peters Engineering Group of Clovis, CA in an amount not to exceed \$437,490.00 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0077, a street and utility improvement project on Cherry Street, Bash Alley and Lyndale Drive; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$43,749) of the contract award amount.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

This project is a street and utility improvement project on Cherry Street between Tulare Avenue and Merritt Avenue; Bash Alley between Auburn Street and Cherry Street; and Lyndale Drive between Cherry Street to Blackstone Street. The project will include ADA compliance improvements to intersection curb returns and alley/sidewalk intersections that fall within the project limits. Additionally, it will address necessary water, sewer and storm drain improvements within those limits. The need for the project was identified through the City's Pavement Management System and the review of the condition of the City's utility infrastructure. This project was included and approved as a part of the City's 2017-2022 transportation and utility CIP program budget.

A Request for Proposals for on-call engineering services was issued on April 14, 2016. Ten (10) firms submitted all the necessary information to be considered for inclusion in a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and the top four (4) firms were recommended for inclusion on the list of prequalified general engineering and land surveying consultants. On June 21, 2016, City Council approved this list of (4) consultants.

Peters Engineering Group of Clovis, CA is included on the list of pre-qualified on-call Engineering consultants and demonstrated in their proposal that they have the skills, expertise and resources available to meet the City's needs and timeframe to complete the design of this project. Peters Engineering Group has proposed to perform the necessary work for \$437,490.

Due to the inclusion of funding from various transportation related funds on this project, this was also submitted to the City Council for the review and approval of the scope of this contract at its September 5, 2017 regular meeting.

**STAFF RECOMMENDATION:**

Authorize the City Manager to sign a contract with Peters Engineering Group of Clovis, CA in an amount not to exceed \$437,490.00 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0077, a street and utility improvement project on Cherry Street, Bash Alley and Lyndale Drive; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$43,749) of the contract award amount.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

**IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED:**  Yes  No  N/A

**FUNDING SOURCE/ACCOUNT NUMBER:**

EN0077-040-0202

022 – Gas Tax

021 – Measure ‘R’

780 – Water Bonds

615 – Sewer Wastewater CIP

647 – Surface Water Management CIP

**Submitted by: Nick Bartsch**

**Title: Sr. Project Manager**

**Date: August 25, 2017**

**City Manager Approval: \_\_\_\_\_**

## TRANSPORTATION PROJECT

<b>PROJECT #EN0077</b>	<b>ACCT #</b>	<b>643-4643-6835</b>
<b>Cherry-Bash Alley Improvements</b>		<b>610-4610-6835</b>
		<b>615-4615-6835</b>
<b>(Capital)</b>		<b>647-4647-6835</b>
<b>(Capital)</b>		
<b>District(s): 4</b>		

**PROJECT MANAGER:** Nick Bartsch

**PROJECT DESCRIPTION & PURPOSE:** Pavement Management System / Utility project on Cherry St. between Tulare Ave. and Merritt Ave.; Bash Alley between Gem St. and Cherry St.; Gem/Auburn Alley between Cross Ave. and Terrance Ave.; Auburn/Cherry Alley between Cross Ave. and Bash Alley; Lyndale Dr. between Cherry St. and Blackstone St. Includes ADA Concrete work, Water, Sewer and Surface Water facilities.

**KEY POINTS:** Critical Utility Infrastructure Improvements; Traffic safety; Relief from potential liability concerns; Compliance to the American Disabilities Act

**PROJECT STATUS:** Approved by TMT on 9/23/16

**PROJECTED START DATE:** 7/1/2017

**PROJECTED END DATE:** 12/31/2018

**FUTURE M & O:** No additional Cost  
(Additional Cost & Department Responsibility)

**CRITERIA (1-8):** Criteria 7: Project addresses regulatory, safety, or environmental requirements that could threaten in whole or in part the City's ability to operate a core program or function at some future time if not replaced or repaired.

	Fiscal Year					Total	Unfunded
	2017/18	2018/19	2019/20	2020/21	2021/22		
<b>Costs Description</b>							
001 - Conceptual	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -
002 - Preliminary Design	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -
003 - Environmental	\$2,500	\$0	\$0	\$0	\$0	\$2,500	\$ -
004 - Final Design	\$423,667	\$0	\$0	\$0	\$0	\$423,667	\$ -
005 - Construct/Implement	\$0	\$5,091,358	\$0	\$0	\$0	\$5,091,358	\$ -
006 - Close Out	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -
<b>Total Costs:</b>	\$426,167	\$5,091,358	\$0	\$0	\$0	\$5,517,525	\$ -
<b>Funding Sources</b>							
022 - Gas Tax	\$59,092	\$309,575	\$0	\$0	\$0	\$368,667	\$ -
021 - Measure R-Local	\$0	\$395,782	\$0	\$0	\$0	\$395,782	\$ -
780 - Water Bonds	\$126,949	\$1,515,692	\$0	\$0	\$0	\$1,642,641	\$ -
615 - Sewer/Wastewater CIP	\$177,136	\$2,118,752	\$0	\$0	\$0	\$2,295,887	\$ -
647 - Surface Water CIP	\$62,991	\$751,557	\$0	\$0	\$0	\$814,548	\$ -
<b>Total Funding:</b>	\$426,167	\$5,091,358	\$0	\$0	\$0	\$5,517,525	\$ -



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**PETERS ENGINEERING GROUP**  
A CALIFORNIA CORPORATION

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Mr. Michael Miller  
City of Tulare  
411 East Kern Avenue  
Tulare, California 93274

August 24, 2017

Subject: EN-0077 Cherry Street/Bash Alley/Lyndale Drive Street and Utility  
Improvements, Tulare, California

Dear Mr. Miller:

Please find enclosed our proposed scope of services and fee for the subject project. Our understanding of the City's requirements for this scope of work is based on our previous work on this project and City staff direction.

Thank you for the opportunity to provide you with this proposal. Please feel free to call me if you have any questions.

**PETERS ENGINEERING GROUP**

David Peters, PE, TE  
Principal Engineer

Attachment: Exhibit "A" - Scope of Services  
Exhibit "B" - Project Exhibit  
Exhibit "C" - Fee Proposal  
Exhibit "D" - Project Design Schedule  
Exhibit "E" - Storm Drain Master Plan

## **Exhibit “A”**

### **SCOPE OF SERVICES**

#### **Civil Engineering Services for Cherry Street/Bash Alley/Lyndale Drive Street in Tulare, California**

#### **INTRODUCTION**

Peters Engineering Group (Consultant) will provide the City of Tulare (Client) with engineering services for the subject project as described herein. Consultant’s services will result in the preparation of prepare plans, specifications, and estimate for the proposed improvements to Cherry Street/Bash Alley/Lyndale Drive as shown in Exhibit “B” and as follows:

In Cherry Street, from Tulare Avenue (SR 137) to Merritt Avenue:

- Removal of existing sanitary sewer and replacement (in same alignment) with 12” SDR-26 sanitary sewer main. Connect to existing services behind sidewalk. Services will be identified on plans in center of lot for quantity calculation only. Actual service locations will be determined during construction. Manholes will be installed at 350’ maximum intervals, or where existing manholes are located, based on field conditions.
- Abandonment of existing water main and installation of new 10” water main. Connect to existing water service behind existing curb. Placement of new valves and fire hydrants shall be in coordination with City Staff.
- Installation of 18” and 15” storm drain per City of Tulare Master Plan. Manholes will be installed at 350’ maximum intervals.
- Reconstruct street, with design based on geotechnical report and coordination with City Staff. Options for reconstructed pavement section would be HMA over Class II Base or HMA over FDR w/cement.
- Signal modification plans will be necessary for the intersections at Tulare Avenue (SR 137) and Cross Avenue. City/Caltrans will provide current as-builts for locations of traffic signal facilities. It is anticipated that the signal at Tulare Avenue will need to be upgraded to current Caltrans standards for the Cherry Street leg of the intersection, including new bike loops, striping of crosswalks, and ADA ramps. New ADA ramps may require relocation of existing pedestrian push buttons to meet standards. This analysis and design is included in this scope.
- Construct ADA compliant ramps in 33 locations, based on existing ramp locations and their compatibility with current ADA and CBC standards.
- Relocate existing pedestrian crossing at Bash Alley and Cherry from south side of intersection to north side of intersection.

- Remove and replace alley approaches and curb and gutter where necessary as determined by City Staff, in collaboration with information from topographic survey. Improvements will be shown in plan view only. No profile preparation is anticipated.
- Coordination with Caltrans will be necessary to obtain encroachment permit for improvements in SR 137 Right of Way.
- Coordination with Tulare Irrigation District will be necessary to determine location of existing pipeline crossing Cherry Street south of Lyndale Drive. Pipe shall be protected in place during construction.

In Bash Alley, from Auburn Street to Cherry Street:

- Removal of existing sanitary sewer and replacement (in new alignment at centerline) with 8" SDR-26 sanitary sewer main. Manholes will be installed at the intersections of the Auburn/Cherry Alley and Bash Alley and Auburn and Bash Alley. The Bash Alley and Auburn manhole is anticipated to be a drop manhole to account for the anticipated grade difference from proposed sewer and the existing sewer located to the north.
- Installation of new 8" water main. Connect to existing water service behind existing curb. Placement of new valves and fire hydrants shall be in coordination with City Staff.
- Installation of new 36" storm drain per City of Tulare Master Plan. Manholes will be installed at each intersection and will have brick and mortar plugs installed to keep storm water out.
- Reconstruct street, with design based on geotechnical report and coordination with City Staff. Options for reconstructed pavement section would be HMA over Class II Base or HMA over FDR w/cement.
- Construct ADA compliant ramps in 3 locations. Ramp at northwest corner of Bash Alley and Cherry shall connect to relocated mid-block pedestrian crossing. Ramp at northeast corner of Bash Alley and Auburn shall be unidirectional. Ramp at southeast corner of Bash Alley and Auburn shall be directional heading north.
- Reconstruct alley approach. Approach will not need to comply with ADA access standards, as there is no pedestrian path on the south side of Bash Alley.
- Remove and replace curb and gutter where necessary as determined by City Staff, in collaboration with information from topographic survey. Improvements will be shown in plan view only. No profile preparation is anticipated.
- Construct new sidewalk on the north side of Bash Alley for the entire alignment.

In Lyndale Drive, from Cherry Street to Blackstone Street:

- Removal of existing sanitary sewer and replacement (in same alignment) with 8" SDR-26 sanitary sewer main. Connect to existing services behind sidewalk. Services

will be identified on plans in center of lot for quantity calculation only. Actual service locations will be determined during construction. Manholes will be installed at 350' maximum intervals, or where existing manholes are located, based on field conditions.

- Abandonment of existing water main and installation of new 10" water main. Connect to existing water service behind existing curb. Placement of new valves and fire hydrants shall be in coordination with City Staff.
- Installation of new 36" storm drain per City of Tulare Master Plan. Manholes will be installed at 350' maximum intervals. Connect to existing inlets.
- Reconstruct street, with design based on geotechnical report and coordination with City Staff. Options for reconstructed pavement section would be HMA over Class II Base or HMA over FDR w/cement.
- Construct ADA compliant ramps in 6 locations, based on existing ramp locations and their compatibility with current ADA and CBC standards. At the intersection of Blackstone and Lyndale, reconstruct the existing ramp on the northwest corner and construct a new ramp on the southwest corner. Valley gutter may need to be replaced.
- Remove and replace curb and gutter where necessary as determined by City Staff, in collaboration with information from topographic survey. Improvements will be shown in plan view only. No profile preparation is anticipated.

In Gem/Auburn Alley, from Cross Avenue to Terrace Avenue:

- Removal of existing sanitary sewer and replacement (in same alignment) with 8" SDR-26 sanitary sewer main. Connect to existing services behind sidewalk. Services will be identified on plans in center of lot for quantity calculation only. Actual service locations will be determined during construction. Manholes will be installed at 350' maximum intervals, or where existing manholes are located, based on field conditions.
- Reconstruct alley, with design based on geotechnical report and coordination with City Staff. Options for reconstructed pavement section would be HMA over Class II Base or HMA over FDR w/cement. Alley shall have valley gutter at center of alley per City Standard. Improvements will be shown in plan view only. No profile preparation is anticipated.
- Construct ADA compliant alley approaches at each end of alley, if necessary. Necessity will be determined by City Staff after topographic survey. Approach will be constructed per City Standards and shall be compatible with current ADA and CBC standards.

- Coordination with Tulare Irrigation District will be necessary to determine location of existing pipeline crossing the alley north of College Avenue intersection. Pipe shall be protected in place during construction.

In Auburn/Cherry Alley, from Cross Avenue to Bash Alley:

- Removal of existing sanitary sewer and replacement (in same alignment) with 8” SDR-26 sanitary sewer main. Connect to existing services in alley. Services will be identified on plans in center of lot for quantity calculation only. Actual service locations will be determined during construction. Manholes will be installed at 350’ maximum intervals, or where existing manholes are located, based on field conditions.
- Reconstruct alley, with design based on geotechnical report and coordination with City Staff. Options for reconstructed pavement section would be HMA over Class II Base or HMA over FDR w/cement. Alley shall have valley gutter at center of alley per City Standard. Improvements will be shown in plan view only. No profile preparation is anticipated.
- Construct ADA compliant alley approach at south end of alley, if necessary. Necessity will be determined by City Staff after topographic survey. Approach will be constructed per City Standards and shall be compatible with current ADA and CBC standards.

## **WORK TASKS**

The Consultant will provide the following work tasks:

### **SCOPE OF SERVICES**

#### **Task 100 - Preliminary Engineering**

##### **101 Kickoff Meeting**

Peters Engineering Group (Consultant) and sub-consultants will attend a kickoff meeting with City of Tulare (City) staff to discuss expectations and objectives for the project. A field review will follow to review the project.

##### **102 Field Surveys and Mapping**

Consultant team will perform a topographic and boundary survey of the existing features and right-of-way. The topographic survey will extend throughout the limits of the project and will be used to develop digital mapping for design of the proposed improvements. The boundary survey will verify existing right of way and assist the design of new improvements. Preparation of plats and descriptions and/or acquisition of additional right of way are not included in this scope of work.



### **103 Research Existing Underground Utilities**

The location of existing underground utilities will be identified through available City and utility company record drawings. Utility companies will be contacted and a request for utility records will be made. Known existing underground utilities will be incorporated in digital topographic mapping and shown in both plan and profile on the construction documents. The City and any other agency affected by the project will be notified through the Preliminary Design Memorandum whether relocation or other mitigations are required. Preliminary plans will be distributed to affected agencies for assistance in utility coordination and possible relocation. While correspondence will be prepared by consultant, letters and other communications may need to be sent by City Staff to acquire the information for use by the Consultant.

It is anticipated that existing utilities will be affected by the project. Consultant will ascertain the location and status of such facilities and will make recommendations regarding relocations that may be necessary.

### **104 Geotechnical Analysis**

Consultant team will perform a geotechnical analysis to ascertain the depth and composition of the existing pavement structural section within the project limits and will provide subgrade testing at 14 locations to determine the R-Value of the subgrade soils at selected locations. Traffic Control will be required to obtain samples for study. Pavement structural sections will be designed for various sections and conditions within the project limits based up a Traffic Index provided by the City. Soil testing for use of FDR w/cement will be included for analysis.

### **105 Geometric Approval Drawings**

Consultant will prepare initial geometric plans for the proposed street improvements. Roadway impacts and constraints will be identified. The geometric approval drawings will be the basis for the roadway and utility design in subsequent milestones.

The plans will identify the location of ADA ramps, alley approaches, and potential curb and gutter removal and replacement locations.

### **106 Preliminary City Utility Designs**

Consultant will prepare initial utility layout and improvement designs for water, sewer and storm drainage facilities within the project area. The improvements will be based on ultimate facilities described in each utility's Master Plan or as stated above. Facilities requested to be included in the design which are not shown in the Master Plan documents or identified above will be included as Additional Services.

### **107 Storm Drain Master Plan Verification**

Consultant will prepare an analysis of the Master Plan Storm Drain System for Pipe Runs D-50 through D-56 as shown in Exhibit E of this scope. Consultant will use GPS survey of proposed pipe alignment to verify existing ground. Using this

information, Consultant will analyze storm drain master plan's hydraulics and hydrology worksheets to verify assumptions and set pipeline grades for segments D-50, D-51, D-54, D-55 and D-56. City will provide storm drain master plan hydraulics and hydrology worksheet for analysis.

#### **107 Preliminary Traffic Signal and Lighting Designs**

Consultant will prepare preliminary traffic signal designs that will include proposed locations for traffic signal loops. Coordination with Caltrans will be necessary for the signal modification at Tulare Avenue (SR 137). A Caltrans encroachment permit will be necessary for improvements at that intersection.

#### **108 30% Plans Submittal & Estimate**

Consultant will prepare thirty percent (30%) plans including preliminary roadway city utility, signal and lighting, and landscaping designs. Plans will be developed in AutoCAD 2015, or a version acceptable to the City. Three (3) copies of the 30% plans and a preliminary cost estimate will be submitted for City review. Copies of the 30% plans will be distributed to affected utility companies for use in their design of relocations.

#### **109 Preliminary Design Memorandum (PDM)**

Consultant will prepare a Preliminary Design Memorandum (PDM) which will recommend, upon approval from the City Engineer, those areas to be removed and reconstructed and those to be rehabilitated. The PDM will discuss various design components including utility relocation, design constraints/issues, and a recommendation which will be based on a life cycle cost analysis depicting the most cost effective strategy.

PDM will be submitted to the City in pdf format for review. A review meeting will be attended to address City comments on the PDM and 30% plans.

### **Task 200 - Construction Documents**

#### **201 Agency Coordination**

Consultant will coordinate final design of the project with the County of Tulare, Caltrans, Tulare Irrigation District and other stakeholders affected by the project. Permit requirements will be determined and prepared as necessary and delivered to the City of Tulare for submittal to various agencies.

#### **202 Preliminary PS&E (95%)**

Thirty percent (30%) PS&E review comments received from the City will be addressed and incorporated into the 95% PS&E. The 95% PS&E will be submitted in pdf format for City review. Peters Engineering Group will meet with City personnel to discuss any final revisions.

### **203 Final PS&E (100%)**

Ninety five percent (95%) PS&E review comments received from the City will be addressed and incorporated into the one hundred (100%) PS&E. The 100% PS&E will be submitted in pdf format for City review. Peters Engineering Group will meet with City personnel to discuss any final revisions

### **204 Construction Documents**

One hundred percent (100%) PS&E review comments received from the City will be addressed and incorporated into the final construction documents.

Specifications will be prepared in Microsoft Word 2013 or newer.

One (1) set of bond plans, original specifications, and estimates will be submitted to the City. Construction documents will be stamped and signed by a registered civil engineer.

Electronic files of all construction documents will be available as requested by the City.

### **205 Bidding Coordination and Support**

Consultant will review and respond to requests for information (RFI's) during the bidding portion of the project and will be responsible for soliciting and receiving bids for the project. This will include preparation of advertisement and printing and distribution of plans, specifications, and addendums during the bid process. Specifications will be prepared in an electronic word processing program compatible with City software.

### **301 Construction Support**

Consultant will review submittals during construction. Consultant will review and respond to requests for information (RFI's) during the construction portion of the project. It is anticipated that, due to the nature of the project, coordination will be extensive due to the number of existing facilities that will be modified or connected to. Five site visits during construction are included in this scope. If an addendum or addition review is required due to a change in the scope of work, or more than ten visits will be required, then it will be regarded as additional services. This phase will be billed at time and materials, not to exceed the budget in Exhibit C.

## **CLIENT'S DUTIES AND RESPONSIBILITIES**

The Client shall:

- a) Provide all criteria and full information concerning Client's requirements for the project.
- b) Provide Consultant with plans indicating the locations, types, and sizes of existing improvements. City of Tulare has already provided the approved master plans for City water, sewer, and storm drain. City Staff will call for USA of the project prior to topographic survey. Potholing for existing elevations of gas lines for conflicts will be provided by City Staff. Verification of depth and condition of existing manholes will be

provided by City Staff.

- c) Provide an arborist, as necessary.
- d) Give prompt notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.
- e) At Client's discretion, authorize and direct Consultant to provide necessary Additional Services.
- f) Acquire any necessary Right-of-Way.
- g) Pay for any outside agency permits.
- h) Provide environmental clearance.

### **ADDITIONAL SERVICES**

The Client may, at its sole discretion, request that Consultant perform Additional Services. Both parties, prior to proceeding with these services, shall execute a written amendment to this Agreement.

Additional services will be required if Consultant is to perform services not specifically described herein. Additional services will be required if any additional project alternatives will be requested, including design of Tulare Irrigation District Facilities or assistance with acquisition of right of way. Additional Services will be required if Consultant is required to attend additional meetings not already identified in this scope of work, including but not limited to project design team, public hearings, planning commission meetings, and city council meetings. Additional Services will be required if Consultant is required to attend weekly meetings during the construction phase.

### **RIGHT TO RELY**

Consistent with the professional standard of care, Consultant shall be entitled to rely upon the accuracy of data and information provided by the Client or others without independent review or evaluation unless specifically required in the Scope of Services.

### **COMPENSATION**

Consultant's fee for the services described herein shall be in accordance with Exhibit "C" and billed to the Client on a lump sum per task basis monthly on a percent complete basis.

### **SCHEDULE**

The tasks will performed in accordance with the attached schedule Exhibit "D".

**City of Tulare, Cherry-Bash Alley-Lyndale EN-0077  
Engineering Fee Proposal  
Exhibit "C"**

Task	Description	Person-Hours					Survey Subconsultant	Geotech Subconsultant	Other Direct Costs	Total
		Principal Engineer @ \$175 /hr	Senior Civil Engineer @ \$160 /hr	Staff Engineer @ \$110 /hr	Clerical @ \$65 /hr					
<b>100</b>	<b>PRELIMINARY ENGINEERING</b>									
101	Initial Project Coordination and Kick-off Meeting	4	20	4	4	\$500	\$500	\$100	\$5,700	
102	Topographic Survey	2	40	32	4	\$39,675		\$250	\$50,455	
103	Utility Research & Coordination		20	32	8			\$50	\$7,290	
104	Geotechnical Engineer Report and Analysis	4	28		4		\$16,790	\$250	\$22,480	
105	Preparation of Geometric Approval Drawing, including ADA Ramp Design	16	50	150				\$100	\$27,400	
106	Preliminary Sewer, Water, and SD Design	2	50	150				\$100	\$24,950	
107	Storm Drain Master Plan Verification	1	24	4		\$2,300		\$100	\$6,855	
108	Preliminary Traffic Signal Modification plans	8	40	24				\$100	\$10,540	
109	Design Memorandum	24	60	16	24			\$1,200	\$18,320	
110	30% Plans and Estimate & Review Meeting	24	40	80	12			\$1,100	\$21,280	
<b>Total Task 100 Hours</b>		<b>81</b>	<b>352</b>	<b>488</b>	<b>52</b>	<b>\$41,975</b>	<b>\$16,790</b>	<b>Total = \$195,270</b>		
<b>200</b>	<b>CONSTRUCTION DRAWINGS/FINAL PS&amp;E</b>									
201	Agency coordination with Caltans	12	80	20				\$500	\$17,600	
202.1	Prepare 95% Cross Sections	4	20	60				\$25		
202.2	Prepare 95% Street Plan Layouts	16	40	120				\$25		
202.3	Prepare 95% Sewer, Water and Storm Drain Plan and Profiles	8	24	150				\$25		
202.4	Prepare 95% Construction Details	12	24	150				\$25		
202.5	Prepare 95% Traffic Signal Plans	4	32	40				\$25		
202.6	Prepare 95% Striping and Signage Plans	8	24	50				\$25		
202.7	Prepare 95% Specifications	10	40	8	16			\$25		
202.8	Prepare 95% Construction Cost Estimate	2	24	80				\$25		
<b>202</b>	<b>Prepare 95% Plans, Specifications, and Estimate (total) &amp; Design Review Meeting</b>	<b>64</b>	<b>228</b>	<b>658</b>	<b>16</b>	<b>\$0</b>	<b>\$0</b>	<b>\$200</b>	<b>\$121,300</b>	

Task	Description	Person-Hours					Survey Subconsultant	Geotech Subconsultant	Other Direct Costs	Total
		Principal Engineer @ \$175 /hr	Senior Civil Engineer @ \$160 /hr	Staff Engineer @ \$110 /hr	Clerical @ \$65 /hr					
203	Prepare 100% Plans, Specifications, and Estimate & Design Review Meeting	12	50	100	16			\$1,000	\$23,140	
204	Construction Documents	12	24	60	12			\$1,000	\$14,320	
205	Bidding Coordination and Support	12	44	24	12			\$2,500	\$15,060	
<b>Total Task 200 Hours</b>		<b>112</b>	<b>426</b>	<b>862</b>	<b>56</b>	<b>0</b>	<b>0</b>	<b>Total = \$191,420</b>		
<b>300</b>	<b>CONSTRUCTION SERVICES</b>									
301	Construction Support	36	150	140	40			\$2,500	\$50,800	
<b>Total Task 300 Hours</b>		<b>36</b>	<b>150</b>	<b>140</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>Total = \$50,800</b>		
<b>Total Hours</b>		<b>229</b>	<b>928</b>	<b>1490</b>	<b>148</b>	<b>\$0</b>	<b>\$0</b>	<b>Grand Total = \$437,490</b>		



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**PETERS ENGINEERING GROUP**  
A CALIFORNIA CORPORATION

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**EXHIBIT "C"**

**HOURLY RATE SCHEDULE**  
(Effective 1/1/17 to 12/31/17)

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal Civil Engineer	\$175/hr
Senior Civil Engineer	\$160/hr
Civil Engineer	\$125/hr
Land Surveyor	\$120/hr
Staff Engineer	\$110/hr
Draftsperson/Technician/Inspector	\$90/hr
Clerical	\$65/hr
Robotic Total Station	\$35/hr
Litigation Support	\$350/hr

**REIMBURSABLES SCHEDULE**  
(Effective 1/1/17 to 12/31/17)

<u>DESCRIPTION</u>	<u>RATE</u>
Mileage	\$0.63/mile
Travel Subsistence	Actual Cost + 10%
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

Peters Engineering Group will furnish monthly billing for work performed in accordance with previously authorized fees and the above fee schedule. Payments shall be due upon presentation and no later than 30 days from the date of original invoice. Finance charges will apply to unpaid balances.

**AGENDA ITEM: Gen. Bus. 3**

**CITY OF TULARE, CALIFORNIA  
BOARD OF PUBLIC UTILITIES COMMISSIONERS  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department: Public Works – Water Division**

**For Board Meeting of: September 7, 2017**

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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***AGENDA ITEM:***

Review and authorize the City Manager or designee to enter into an agreement with California Water Service to provide an emergency water service to the Tulco water system, subject only to minor conforming or clarifying changes acceptable to the City Attorney.

***IS PUBLIC HEARING REQUIRED:***       Yes       No

***BACKGROUND/EXPLANATION:***

At the August 17, 2017 Board of Public Utilities meeting, under “Items of Board Interest”, staff notified the Board of the request from California Water Services (Cal Water) for a permanent emergency connection to the Tulco water system to support “the Villa.” During the update, concerns were shared regarding the length of time of the connection and impact on the City’s water system as well as tentative concerns discussed by the City’s representative with the Department of Drinking Water (DDW).

On Friday, August 18, 2017, the City Manager met with representatives from Cal Water and Supervisor Pete Vander Poel to discuss the request. At that meeting, Cal Water clarified their request due to concerns regarding capacity in the City’s current water system and sent a revised letter on August 25, 2017 narrowing the timeframe and requesting that it be a temporary connection (letter attached).

Based on the revised request for temporary connection, staff met with Tamara Kelly of Cal Water, Chad Fischer of DDW, and Sarah Tobias, Assistant City Attorney, to finalize the request for submission to the Board. During that meeting, DDW expressed their support and approval of the emergency connection and encouraged the City and Cal Water to proceed with an agreement. Connection to the City system would require a backflow prevention device, installation of a 6” lateral from the main on Bardsley to Munson Road, and a 6” water meter. Cal Water would obtain the County permit and install everything at their cost.

One of the original concerns from DDW was the conflict of responsibility between the City and Cal Water if a temporary connection were to take place. That conflict was discussed and resolved during the recent meeting with DDW. The City will be responsible for providing water from our system to the water meter. Once the water passes the water meter, the system is the responsibility of Cal Water alone. The other concern initially expressed by DDW was the demand this temporary service request would put on the City’s system, which is currently at capacity, and which will likely need well rehabilitation during the winter months. The current



Cal Water well supports 180 service connections and produces 120 gallons per minute. Average monthly consumption for the Tulco water system over the last two years in October is around 1.8 million gallons and drops down to an average of 1.35 million gallons in November and December. Water consumption within the City of Tulare decreases quite a bit during the winter months due to the limited need to irrigate. Within the City of Tulare, average water consumption in July is 660 million gallons and in October the average water consumption decreases to 480 million gallons.

Cal Water has proposed two 2-week periods of connection/use of the City’s water system; the first in October 2017 to rehabilitate the well, and the second in November or December of 2017 to tie-in their new treatment system. During those months, staff is confident the City system can support the temporary connection. DDW has expressed their support and approval of the emergency connection as well.

With this temporary request also comes the fact that Cal Water currently has no back-up water system for Tulco. Included in this request for the temporary service as discussed above is a request from Cal Water to leave the 6” water service and meter in place with the ability to use City water in cases of emergency. Cal Water has stated that they are looking into a long term solution which includes construction of a new well to support the Tulco water system. At that point, there would be opportunity for the City to use their system as an emergency back-up, if ever needed. The agreement would include the ability to allow emergency use and would leave the terms and approval of use up to the City Manager or Public Works Director based on a case-by-case basis.

Water rates for this service would be calculated using the City’s current residential rate. Cal Water would pay the monthly meter fee for the 6” meter and consumption charges would be based on the residential tiered rate structure. The gallons allocated per tier would be multiplied by the number of services, in this case 180 services, to calculate the total gallons allowed at each tier and price (ie – 180 x 9,000 gallons = 1,620,000 gallons charged at \$0.744 per 1,000 gallons, 9,001 – 30,000 gallons x 180 services would be charged at \$1.218 per 1,000 gallons and 30,001 gallons and beyond x 180 services would be charged at \$1.627 per 1,000 gallons). This is consistent with the rate structure proposed for the Soults Mutual Water Company temporary connection.

<b>Water Volumetric Rates</b>					
	<b>Rate per 1,000 Gallons of Water Use</b>				
<b>Customer Class</b>	<b>Oct. 1 2016</b>	<b>Oct. 1 2017</b>	<b>Oct. 1, 2018</b>	<b>Oct. 1 2019</b>	<b>Oct. 1, 2020</b>
<b>Residential (gallons per month)</b>					
0 – 9,000	\$0.664	\$0.744	\$0.803	\$0.852	\$0.903
9,001 – 30,000	1.088	1.218	1.316	1.395	1.478
> 30,000	1.452	1.627	1.757	1.862	1.974
<b>Multifamily (gallons per month)</b>					
All Use	0.539	0.603	0.652	0.691	0.732
<b>Commercial (gallons per month)</b>					
All Use	0.541	0.606	0.655	0.694	0.736
<b>Industrial (gallons per month)</b>					
All Use	1.168	1.308	1.413	1.498	1.587
<b>Institutional (gallons per month)</b>					
All Use	1.013	1.135	1.226	1.299	1.377

A draft service agreement which details the terms of the agreement, location, construction specifications, meter information, water quality information, compensation, and limitations on use is attached. Once the Board approves the temporary water connection, staff will work with Cal Water and the City Attorney to finalize and execute the agreement. Cal Water will work through the permit process with the County and anticipates rehabilitation of the well to begin in October with a tie-in to the new treatment system scheduled for November or December.

**STAFF RECOMMENDATION:**

Review and authorize the City Manager or designee to enter into an agreement with California Water Service to provide an emergency water service to the Tulco water system, subject only to minor conforming or clarifying changes acceptable to the City Attorney.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  No

**IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED:**  Yes  No

**Signed:** Trisha Whitfield

**Title:** Public Works Director

**Date:** August 28, 2017

**City Manager Approval:** \_\_\_\_\_



## CALIFORNIA WATER SERVICE

Visalia District 216 North Valley Oaks Drive, Visalia, CA 93292-6717  
Tel: (559) 624-1600

August 25, 2017

VIA EMAIL AND US MAIL

Joseph V. Carlini  
City Manager  
411 E Kern Ave.  
Tulare, CA 93274

RE: Interconnection

Dear Mr. Carlini,

California Water Service ("Cal Water") proposes to enter into a written agreement with the City of Tulare to install an emergency connection between our Tulco water system and the City of Tulare's water system. The location of the interconnection would be the corner of Avenue 224 and Munson Road in the County of Tulare. Cal Water would seek approval from the State of California, Division of Drinking Water and then install at our cost a 6" interconnection meter.

This will allow Cal Water to provide emergency water service to our Tulco customers during times of water supply system failure, system repair or maintenance, and power failures. As you may know, our demand is met by just one well in a closed system. We have no redundancy in the system for emergencies. At this time we do not intend to rely on this interconnection for any other reason than the following two situations.

First, we are in need of rehabilitating the well which is the sole source of supply. This process should only require up to 5 to 10 working days for the pump to be replaced and bacteriological analysis to be completed. We would anticipate this work to take place immediately following the installation of the interconnection, which could be sometime in October of 2017.

Second, we are scheduled to start construction of a Granular Activated Carbon treatment system sometime in September with an anticipated completion date in November or December of 2017. As part of the construction process it is necessary to take the well out of service in order to complete the tie-in of the piping of the new treatment system. We are anticipating this to take no more than two weeks sometime in October or November, but could be as late as early December.

We are requesting to work with the City of Tulare to fully execute an agreement which will detail these terms. This agreement will also include: the location, construction specifications, meter information, water quality information, compensation, limitation on use, and the terms. We would like to move forward as quickly as possible in order to expedite system repairs currently needed. Therefore we are ready to prepare this agreement for your review and approval.



## CALIFORNIA WATER SERVICE

Cal Water is happy to discuss the financial terms for payment of water provided in order to include them as part of the agreement. If the City will require any special conditions, we are open to discussing additional terms for the agreement as well. I want to reassure you that once we have a fully executed agreement in place, we will follow a strict communication protocol prior to scheduling the use of this interconnection for these two projects.

I look forward to meeting with you and/or your staff. Please call me at 559-624-1620 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Tamara Kelly".

Tamara Kelly  
District Manager, Visalia

Cc: Tim Doyle  
Trisha Whitfield

## AGREEMENT FOR EMERGENCY AND MAINTENANCE WATER SUPPLY

THIS AGREEMENT is made on \_\_\_\_\_, 2017, by and between the CITY OF TULARE, a municipal corporation, and CALIFORNIA WATER SERVICE COMPANY, a California corporation (“**Cal Water**”).

### RECITALS

A. City of Tulare owns and operates a potable water system in Tulare County, California.

B. Cal Water is a public utility company that provides water services throughout California, including the Tulco water system in Tulare County, California.

C. In the event of unplanned emergency shutdown, system failure, natural disaster, or other emergency circumstances that result in a potable water shortage, preventing Cal Water from meeting the potable water demands of its customers in the Tulco service area, Cal Water requires the ability to receive potable water from an alternate source.

D. It is in the public interest to construct and locate an interconnection between the City of Tulare system and Cal Water system by which City of Tulare can provide to Cal Water emergency potable water service.

E. Cal Water desires to receive, upon request, and City of Tulare agrees to provide, emergency potable water pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the provisions herein contained, it is agreed as follows:

1. Recitals. The above Recitals are incorporated into this Agreement as if fully set forth herein.

2. Definitions. In addition to the terms defined throughout this Agreement, for purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the meaning ascribed to it as follows:

a. “**Emergency**” shall mean a condition where the amount of water available to Cal Water is insufficient to serve the essential needs of their customers. The events which may result in an Emergency include, without limitation, the following: (i) natural disaster; (ii) water supply system failure; (iii) water supply system repair, maintenance or replacement; (iv) power failure for an extended period of time; and (v) contaminated water source.

b. During an Emergency, Cal Water may request emergency potable water service (“**Emergency Service**”) be provided to its service area in the Tulco system which

may be served by the Intertie described in Section 3 below. Emergency Service shall be subject to the terms and conditions set forth in this Agreement, including, without limitation, the following:

i. Cal Water's request for Emergency Service must be in writing, email correspondence would be acceptable, and shall be subject to the approval of the City of Tulare's designated representative;

ii. Cal Water shall have the right to obtain Emergency Service upon two (2) hours' notice, only upon approval from the City of Tulare's designated representative. Said Emergency Service will only be to the extent City of Tulare is able to provide such service in view of the circumstances and demands at the time of the request. However, nothing shall prevent Cal Water from activating the Emergency Service in less than two (2) hours if City of Tulare has been notified and has given approval for the Emergency Service.

iii. Cal Water's provision of water service to their customers shall be primary to the provision of Emergency Service. City of Tulare shall promptly notify Cal Water of any decision to limit the provision of Emergency Service.

3. Intertie Location and Construction.

a. Location. The water systems of City of Tulare and Cal Water will be connected with a meter between the two systems along Munson Road and Avenue 224. The Intertie shall include a flow meter, and two (2) manually controlled gate valves on each side of the meter. A map showing the location of the Intertie is attached hereto as Exhibit "A" and incorporated herein by this reference.

b. Construction. Cal Water, at its sole expense, will install (i) a flow meter for purposes of measuring the volume of water flowing through the Intertie, and (ii) the backflow device at the point of interconnection to the City of Tulare system. All equipment will be owned, operated, and maintained by Cal Water.

4. Maintenance and Repairs.

a. Meters. Cal Water will perform a visual inspection of the Intertie meter on an annual basis and conduct an accuracy test once every two (2) years. Upon determination that the meter needs to be replaced or upon failure of a meter, Cal Water will promptly replace the meter. The costs of inspecting, testing and replacing the meters will be borne by Cal Water.

b. AWWA Standards. City of Tulare and Cal Water will each maintain their respective water systems to the points of interconnection up to State Division of Drinking Water standards for potable water systems during the term of this Agreement.

c. Water Quality Information. Upon request, City of Tulare shall make available to Cal water any water quality data pertaining to their water system in Tulare County that City of Tulare provides to regulatory agencies. City of Tulare shall inform Cal Water if their water system does not meet applicable water quality standards.

5. Compensation. City of Tulare shall bill Cal Water monthly for all water taken from City of Tulare's system pursuant to this Agreement. The amount billed shall be in accordance with City of Tulare's then-effective rates for residential tiered water service. Payment for such bills shall be made thirty (30) days after receipt. Payment will incur a late charge of 1.5% of the unpaid balance if paid after thirty (30) days unless waived by City of Tulare.

6. Limitation on Use. The Intertie's valves shall be operated manually and will remain closed except as required for maintenance, repair, replacement, or the provision of Emergency Service.

7. Term and Termination. This Agreement shall continue in effect until terminated by either of the parties, with or without cause, upon not less than ninety (90) days written notice to the other.

8. Notice. Any notice required or given under this Agreement must be in writing, and may be given either personally, by electronic mail, certified mail, or by overnight mail. If personally delivered, a notice shall be deemed to have been given and received when delivered to the party to whom it is addressed. If given by certified mail or overnight carrier, the same shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail or with the overnight carrier. Such notices or communications shall be given to the parties at their addresses set forth below:

City of Tulare: City of Tulare  
Attn: Joe Carlini, Trisha Whitfield, and Tim Doyle  
3981 South "K" Street  
Tulare, CA 93274  
Telephone: (559)684-4319  
[jcarlini@tulare.ca.gov](mailto:jcarlini@tulare.ca.gov)  
[twhitfield@tulare.ca.gov](mailto:twhitfield@tulare.ca.gov)  
[tdoyle@tulare.ca.gov](mailto:tdoyle@tulare.ca.gov)

Cal Water: Tamara Kelly, Visalia District Manager  
California Water Service Company  
216 N. Valley Oaks Drive  
Visalia, CA 93292  
Telephone: (559)624-1620

With a Copy to: California Water Service Company  
1720 North First Street

San Jose, California 95112  
Telephone: (408) 367-8205  
Attn: Lynne McGhee

Any party from time to time, by notice to the other party, given as set forth above, may change its address for purpose of receipt of any such notice.

9. Indemnity.

a. City of Tulare shall defend, indemnify, and hold harmless Cal Water and its directors, officers, employees, and agents from and against all claims, damages, losses, and expenses to the extent arising out of or resulting from any negligent act or omission or intentional misconduct of City of Tulare, its officers, employees, contractors, subcontractors, or agents under this Agreement.

b. Cal Water shall defend, indemnify, and hold harmless City of Tulare, its officers, agents, and employees, from and against all claims, damages, losses, and expenses to the extent arising out of or resulting from any negligent act or omission or intentional misconduct of Cal Water, its directors, officers, employees, contractors, subcontractors, or agents under this Agreement.

10. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreement and understandings (whether written or oral) of the parties. This Agreement cannot be modified in any manner except by an instrument in writing executed by the duly authorized representatives of the parties.

11. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

12. Waivers. Any waiver of a breach of any covenant or condition in this Agreement is not to be deemed a waiver of any other covenant or condition in this Agreement and no waiver is valid unless in writing and executed by the duly authorized representative of the waiving party. An extension of time for performance of any obligation or act is not to be deemed an extension of the time for performance of any other obligation or act.

13. Successors. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

14. Governing Law. This Agreement is to be governed and construed in accordance with California law.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove written.

“City of Tulare”  
An Incorporated City

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:  
Goyette & Associates, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

“Cal Water”

CALIFORNIA WATER SERVICE  
COMPANY, a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENDA ITEM: Gen. Bus. 4**

**CITY OF TULARE, CALIFORNIA  
BOARD OF PUBLIC UTILITIES COMMISSIONERS  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department: Public Works – Solid Waste**

**For Board Meeting of: September 7, 2017**

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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***AGENDA ITEM:***

Approve staff recommendations to be included in the Solid Waste Rate Study and provide direction to staff in setting Vehicle Impact Fee funding levels and Street Sweeper Operating Speed policy.

***IS PUBLIC HEARING REQUIRED:***  Yes  No

***BACKGROUND/EXPLANATION:***

On August 17, 2017, William Schoen of R3 Consulting Group, the firm performing the Solid Waste Routing, Operational Review, and Vehicle Impact Fee study for the City, presented their findings to the BPU. These findings identify several operational needs within the division that will influence the structure and magnitude of any proposed rate changes that may result from the Rate Study which R3 has been contracted to perform.

**Staff Recommendations**

Staff concurs with R3 Consulting on nearly all of their recommendations. There is a need to add additional route drivers, increase safety resources and oversight, will develop a GIS system for divisional use, improve and expand on the use of technology to improve operations, as well as develop a focused customer service interface so that supervisors can focus on operations. In order to manage any proposed rate changes as effectively as possible, staff's intention is to scale the implementation of these recommendations to accommodate both manageable rates as well as staff's own implementation resources. The following staff recommendations echo those of the consultant, but they are broken out to a rough implementation schedule from 'Year 0' (immediately) through 'Year 5' (the fifth year after adopting the resulting new rate schedule). See attached chart.

**Board Policy Decisions**

***Vehicle Impact Fee***

The Solid Waste Division currently contributes a total of \$100,000 as a 'Franchise Fee' to the Streets Division budget to act as a Vehicle Impact Fee (VIF). The purpose of a vehicle impact fee is to account for the wear and tear that the daily operations of the Solid Waste Division place on the city streets. The existing franchise fee was established as an estimate without the full scope of analysis that is typically carried out to determine such fees. The VIF study performed by R3 was intended to provide a more critically developed analysis of the impact of the Solid Waste Division's operations on the roads and to provide a more accurate cost estimate of that impact.

R3's analysis provided an upper and lower limit to the recommended VIF, \$170,000 and \$382,500 respectively. City staff provided R3 with the streets maintenance funding levels and funding need. Currently, it is projected that the City needs \$4.5 million/year to maintain city streets and bring the street network up to a "good condition." The current funding for that work is approximately \$2.5 million, leaving an annual shortfall of \$2 million. The VIF lower limit is based on an analytical methodology that hinges on the \$2 million annual funding shortfall. The upper limit methodology focuses on the impact of the Solid Waste Division on the streets at the full funding requirement of \$4.5 million annually. While the lower limit is more beneficial in preventing any future rates from expanding too quickly, it is also artificially low because it is based only on the funding shortfall in streets maintenance. The upper limit is significantly higher, but also more fully represents the full impact of the Solid Waste operations on the quality and integrity of the city streets. To fund the VIF at the lower limit may still result in increasing the VIF in the future to fully compensate for the Solid Waste impacts. To fully fund the VIF at the upper limit would contribute to increasing rates in the rate study, but would also expand the budget for streets maintenance operations or projects.

One way to fully fund the VIF and mitigate its impact on rates would be to scale the implementation of the VIF over a three to five year period, reducing the immediate impact of the VIF increase by spreading it over time. R3 has provided preliminary estimate that approximately every \$80,000 in additional expense represents an approximate 1% increase in rates overall (this is aggregate and does not take into account the allocation of this increase across divisions). For this reason, Staff is requesting that the board provide policy direction in the amount that it wants to fund the Vehicle Impact Fee annually.

### ***Street Sweeper Operations***

Operationally, staff has found that Sweeper operations are strained and have been for some time. Currently there are two sweeper drivers that service 10 routes throughout the city over the course of a calendar month. Despite best efforts to restructure sweeper routes and route scheduling, there remain regular occasions when sweeper routes are left incomplete and areas such as alleys, medians, and City owned parking lots are not getting swept. In preparing their productivity analysis, R3 was asked to review the sweeper operations in particular to address this concern.

R3's productivity analysis found that the current service capacity in the Street Sweeping Division did not require the addition of a third sweeper driver. The consultant's analysis found that an average operating speed of 5 to 8 miles per hour should be able to accomplish this goal. Lacking detailed data from operations, they utilized a method of statistical analysis that allowed them to determine how much of the sweeper operations can be accomplished at speeds of 5, 6, 7 and 8 miles per hour, the industry standard range of effective sweeper operation speeds. Effectively, their recommendation was to simply "speed up" which would increase the average operating speed of the sweepers and in theory, ensure completion of the routes.

Upon first review of that recommendation, staff began collecting detailed data from manual driver logs over a period of a three to four weeks in order to confirm R3's recommendation. Staff found that the average daily "on route" speed, the speed of sweeper operations specifically during the period of service (i.e. when it was actually sweeping gutters and roads)

and not coming or going from their route, was 5.1 miles per hour. This was at the low end of R3's sweeper operations range.

There are two notable reasons for the low average daily "on route" speed; the first being the desire to provide a quality service. While staff is operating the sweeper units at a slower speed, this speed must be balanced against effectiveness. The faster you operate a sweeper, the less effective it is at sweeping. The city streets are functional, but in a condition that requires a slower than normal operating speed for proper service. The second reason they operate at lower speeds is there are a considerable number of obstacles on most streets. A slower operating speed allows the driver to safely navigate through the streets. In larger cities, there are often no parking signs on certain days of the week along many roadways with parking enforcement to allow increased speeds. In addition to loss of effectiveness, an increase in speed would introduce greater risk in the form of property damage claims and greater risk of vehicle accidents and similar liabilities, each with their own costs. As a result, staff has implemented an informal division policy to operate at approximately 5 miles per hour.

The last time a new sweeper driver was added to the division to increase service capacity was in the mid 1980's. In the time since then, there has been a considerable amount of growth and development with no increase in service capacity to accommodate that growth. Given the slow average operating speed and the need to increase service capacity, staff is requesting Board direction to either include an additional sweeper driver in the rate study, or require a faster operating speed policy to be able to complete sweeper routes.

**STAFF RECOMMENDATION:**

Approve staff recommendations to be included in the Solid Waste Rate Study and provide direction to staff in setting Vehicle Impact Fee funding levels and Street Sweeper Operating Speed policy.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  No  N/A

**IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED:**  Yes  No  N/A

**FUNDING SOURCE/ACCOUNT NUMBER:**

Signed: Trisha Whitfield

Title: Public Works Director

Date: September 7, 2017

City Manager Approval: \_\_\_\_\_

**AGENDA ITEM: Gen. Bus. 5**

**CITY OF TULARE, CALIFORNIA  
BOARD OF PUBLIC UTILITIES COMMISSIONERS  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department: Public Works – Solid Waste**

**For Board Meeting of: September 7, 2017**

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

***AGENDA ITEM:***

Authorize the Public Works Director or City Manager to execute a contract amendment to extend the existing service agreement with Mid Valley Disposal for one three-year period for recycling processing services to receive \$20/ton for Commercial/Roll-Off recyclables and \$10/ton Residential recyclables subject to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

***IS PUBLIC HEARING REQUIRED:***  Yes  No

***BACKGROUND/EXPLANATION:***

The City advertised a Request for Proposals for recycling processing services in August 2015. Two proposals were received as follows:

- |    |                      |                          |                           |
|----|----------------------|--------------------------|---------------------------|
| 1. | Mid Valley Disposal  | Commercial - \$20.00/ton | Residential - \$10.00/ton |
| 2. | Pena's Disposal Inc. | Commercial - \$8.00/ton  | Residential - \$8.00/ton  |

In September 2015, the Board of Public Utilities authorized a contract with Mid Valley Disposal for the processing of the City's recyclable materials. The agreement secured pricing for a for a two year period beginning October 1, 2015 with the option for three one-year extensions.

This year marks the end of the first term of the agreement, and after conferring with staff, Mid Valley has requested to amend the existing agreement for a single three year extension at existing pricing. The proposed amendment would secure pricing and services with Mid Valley through September 2020. Staff is satisfied with the service received from Mid Valley, as well as the existing pricing.

Declining the contract amendment would require staff to reissue a Request for Proposals and the pricing would be subject to the proposals received. Staff recommends approving the contract amendment.

***STAFF RECOMMENDATION:***

Authorize the Public Works Director or City Manager to execute a contract amendment to extend the existing service agreement with Mid Valley Disposal for one three-year period for recycling processing services to receive \$20/ton for Commercial/Roll-Off recyclables and \$10/ton Residential recyclables subject to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  No  N/A

**IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED:**  Yes  No  N/A

**FUNDING SOURCE/ACCOUNT NUMBER:**

**Signed:** Frank Rodriguez

**Title:** Solid Waste Manager

**Date:** August 24, 2017

**City Manager Approval:** \_\_\_\_\_

FIRST AMENDMENT TO SERVICES AGREEMENT, ENTITLED "PROCESSING OF RECYCLABLE MATERIALS"  
BETWEEN THE CITY OF TULARE AND MID VALLEY RECYCLING LLC., RELATING TO CITY RFP# 16-558

Whereas the City of Tulare entered into an Agreement for specified services with Mid Valley Recycling LLC on October 22, 2015 for a two (2) year term; and

Whereas the Agreement is nearing the expiration of the original term and the City desires to extend its Agreement with Mid Valley Recycling LLC; and

Whereas the original Agreement between City of Tulare and Mid Valley Recycling LLC provides an option for three separate one-year extensions; and

Whereas the parties desire to amend the Agreement to allow for a one-time extension of the Agreement for the entire three (3) years previously contemplated, without the need for further extensions or amendments; and

Whereas the scope of services and compensation provided for in the original Agreement shall remain unchanged,

Now therefore the parties covenant, represent, and agree as follows:

Section 1 "TERM" shall be amended as follows:

1. TERM

The term of this Agreement shall commence on October 1, 2015 for two years and may be extended for one additional three (3) year term, if mutually agreed upon in writing. This Agreement shall expire upon completion of all obligations of the parties, unless earlier terminated by the parties.

The indemnification and defense provisions shall survive expiration and termination. Suspension and termination of the Agreement may occur if VENDOR materially fails to comply with any term of the award. If the CITY or VENDOR chooses not to extend the term of the Agreement, written notice of the non-extension shall be issued to either party within 60 days of the end of term.

All terms and conditions not expressly altered by this Amendment remain in full force and effect. This Amendment shall remain valid and enforceable by and between the parties only to the extent that a full copy of the original Agreement is attached as Exhibit "1." This First Amendment is intended by all parties to be read in context and consistent with the original Agreement.

**Agreed upon by and between the parties this \_\_\_\_\_ day of September, 2017.**

**For the City of Tulare:**

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Trisha Whitfield  
City of Tulare, Public Works Director

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Joseph Carlini  
City of Tulare, City Manager

**For Mid Valley Recycling, LLC:**

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**NAME, TITLE**

**Approved as to Form.**

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Heather N. Phillips, City Attorney



# C O N T R A C T

## Processing of Recyclable Materials (City of Tulare RFP No. 16-558)

This Agreement, entered into and effective this 22 day of October, 2015, by and between the City of Tulare, hereinafter referred to as the "CITY", and Mid Valley Recycling LLC hereinafter referred to as the "VENDOR", "BIDDER", or "SUBRECIPIENT".

### R E C I T A L S

**WHEREAS**, VENDOR is an CA, LLC (insert individual or entity type) with a primary business address of 15300 W Jensen Ave Kerman 93630 and SSN or EIN: 38-3937675; and

**WHEREAS**, CITY is a municipal corporation and Charter Law City; and

**WHEREAS**, CITY desires services to process recyclable materials, which was let to bid on August 18, 2015 as evidenced by RFP No. 16-558 Contract for Recycling Services; and

**WHEREAS**, City of Tulare reviewed and evaluated responses to the Proposal and determined to award a contract to VENDOR for the processing of recyclable materials; and

**WHEREAS**, VENDOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, CITY and VENDOR agree as follows:

1. TERM:

The term of this Agreement shall commence on October 1, 2015 for two years and may be extended for a maximum of three additional one year periods if mutually agreed in writing by both parties. Agreement shall expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The indemnification and defense provisions shall survive expiration and termination. Suspension or termination of this Agreement may occur if VENDOR materially fails to comply with any term of the award. If the CITY or VENDOR chooses not to extend the term of the Agreement, written notice of non-extension shall be issued to the either party within 60 days of the end of term.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

<b>ATTACHMENT NO.</b>	<b>DESCRIPTION OF ATTACHMENT</b>
Attachment 1	City of Tulare RFP 16-558, Contract for Recycling Services
Attachment 2	Vendor's proposal in response to RFP No. 16-558

3. VENDOR SCOPE OF SERVICES and COMMITMENTS\*:

VENDOR shall provide the following services for the stated compensation ("Scope of Services"):

All work described in Scope of Services in RFP No. 16-558

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

<b>TASK</b>	<b>COMPLETION DATE</b>
Deliver recyclable materials to MVR's Visalia Transfer Station	See Section 5 below.

5. COMPENSATION:

VENDOR shall pay CITY compensation for services as indicated in Paragraph 4 above; however, VENDOR shall pay not more than the following amount under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by VENDOR on a reimbursement basis for services actually performed based on the monthly report and similar documents presented by VENDOR to CITY. Failure to pay the compensation provided for under this agreement constitutes a breach of this agreement by the VENDOR.

Residential Recycling (per ton):	\$ 10.00
Commercial/Roll-off Recycling (per ton)	\$ 20.00
Source of Funds:	VENDOR
Payment Schedule:	VENDOR shall submit monthly reports on tonnage received and payments shall be made in full to the CITY on a monthly basis.

Each year, within the thirty (30) calendar day period prior to the annual anniversary date of this agreement and upon request by either party, the rates will be increased or decreased equal to the cost of living index as published by the US Department of Labor (All Cities) for the previous year. In addition, the contractor may make requests for additional adjustments to contract pricing based upon specific cost increases incurred by the contractor (see section F Proposal Pricing Guidelines for detailed description of adjustments and calculations).

6. INDEMNIFICATION:

Consultant and CITY shall indemnify and hold each other and each of its officers, officials, agents, volunteers, and employees harmless from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the other or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of their own negligent or willful acts. This Paragraph 6 shall survive termination or expiration of this Agreement.

Consultant shall provide proof of and maintain during the term of this Agreement, insurance coverage as follows:

- A. Workers' Compensation Insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.
- B. Commercial General Liability Insurance, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
- C. Comprehensive Auto Liability coverage, including (as applicable) owned, non-owned and hired autos in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit, written on an occurrence form.
- D. The City of Tulare CITY Manager is hereby authorized to adjust the requirements set forth above in the event he/she determines that such adjustment is in the CITY'S best interest.

7. GOVERNING LAW:

This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws.

8. NOTICE:

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

(a) **City of Tulare:** Attention: Solid Waste Manager, 3981 S. K Street, Tulare CA 93274 with additional notice to: City Manager, 411 E. Kern Avenue, Tulare CA 93274

(b) **Vendor:** Attention: Joseph Kalpakoff, 15300 W. Jensen Ave. Kerman, CA 93630 \_\_\_\_\_

9. SEVERABILITY:

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

10. ASSIGNMENT:

Consultant may not assign Consultant's rights or delegate Consultant's duties under this Agreement without the prior written consent of the City. Any attempted assignment or delegation without such consent will be void.

11. WAIVER:

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

12. EQUITABLE REMEDIES:

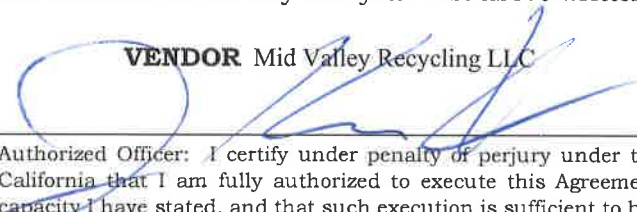
Because the services are personal and unique and because Consultant will have access to the City's confidential information, the City will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the City may have for a breach of this Agreement.

13. ENTIRE AGREEMENT:

This Agreement constitutes the complete agreement between the parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter described herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of Consultant's invoices shall be superseded by the terms and conditions of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed on the day and year first above written.

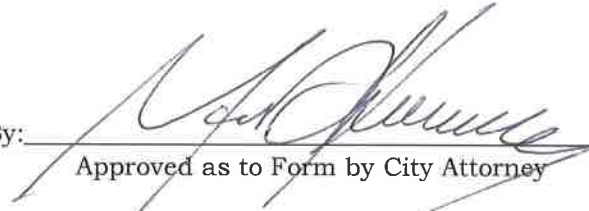
Dated: 10-22-15

**VENDOR** Mid Valley Recycling LLC  
By:   
Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for VENDOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

Dated: 11/19/2015

**CITY OF TULARE**  
By:   
City Manager

Dated: 11.19.15

By:   
Approved as to Form by City Attorney

**AGENDA ITEM: Gen. Bus. 6**

**CITY OF TULARE, CALIFORNIA  
BOARD OF PUBLIC UTILITIES COMMISSIONERS  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** City Manager's Office

**For Board Meeting of:** September 7, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Appoint a representative to the Kaweah River Basin Integrated Regional Water Management Group Governing Board and Stake Holder Advisory Group.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

The City has participated in the multi-agency process of drafting an Integrated Regional Water Management Plan (IRWMP) acceptable to the state. The primary motivation for completing this plan was for the region to be eligible for state grant funding for basin preservation and enhancement projects. The Board has previously approved the MOU agreement and several amendments with Kaweah Delta Water Conservation District and others towards the governance and financing structure to complete this effort.

Though the primary motivation for participating in the plan has remained the same, changes in state groundwater law, as well to grant funding requirements, have caused these sorts of plans to become more relevant with regard to land use and economic planning for all residents.

The recent Board of Public Utilities vacancy has left the City with only an appointed alternate representative. A new primary representative now needs to be selected.

**STAFF RECOMMENDATION:**

Appoint a representative to the Kaweah River Basin Integrated Regional Water Management Group Governing Board and Stake Holder Advisory Group.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

**IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED:**  Yes  No  N/A

**Submitted by:** Joseph Carlini **Title:** City Manager\_\_\_\_\_

**Date:** September 7, 2017 **City Manager Approval:** \_\_\_\_\_